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Sir Henry Wood conducting the *Prometheus Overture* in the Albert Hall, beneath the new acoustic canopy. (See the descriptive article page 169)

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Journal

OWNERSHIP OF ARCHITECTURAL DRAWINGS AND OTHER CONTRACT DOCUMENTS

The addition of the War Damage Act, 1941, to the Statute Book would seem to convert into a practical problem something that has hitherto been regarded, perhaps, from a more academic point of view by many members of the architectural profession. In peacetime there have been a few instances in which the ownership of architectural drawings and other contract documents has been called into question, but the War Damage Act has brought into prominence that which has been allowed in the past to remain in obscurity. For this reason the Officers of the Practice Committee in consultation with Mr. Sydney E. Redfern, the Solicitor to the R.I.B.A., have prepared the following notes in order to assist members to understand the position created by the Act.

The War Damage Act provides for insurance of "goods" against damage by enemy action under two schemes. The "business scheme" is compulsory where the "goods" exceed the value of one thousand pounds, but voluntary up to that amount. The "private chattels scheme" is voluntary and provides free insurance up to two hundred pounds for a single person and up to three hundred pounds for married people, and any sum over these amounts that may be required by an insurer.

Insurable "goods" under the Act are therein defined and do not include "documents owned for the purpose of a business," and it is this definition that has brought to light the fact that many members are not at all clear as to the ownership of architectural drawings.

It is many years since the Courts decided that when the architect's fees have been paid the drawings must be handed over to the client because they are his property, though the architect has a lien on them pending the payment of the fees. In Counsel's Opinion on copyright he advised that "the actual plans and drawings, regarded as chattels, become the property of the employer when the architect has been paid the agreed fee. This in no way affects the copyright in them, i.e., the right to reproduce them. The employer is probably entitled not merely to a set of finished plans but also to all drafts and copies of them produced for the purpose of carrying out the contract. There is nothing to prevent the architect from retaining a copy of the plans for his own use, provided that this copy is entirely outside the fulfilment of the contract." The Board of Trade ruling under the War Damage Act is that architectural drawings *owned* by an architect are "documents owned for the purpose of a business" and are therefore excluded from the "goods" insurable under the "business scheme" and this ruling would appear to exclude from insurance the copies of the plans which Counsel advises can be made and retained by the architect. But since, as has been said, the architect does not own the drawings, it follows that there is no duty on him to insure another person's property, and no reason for architects to complain about the exclusion of such drawings from the "goods" insurable under the Act. The architect must, however, give the client the opportunity of either taking possession of the drawings or of leaving them with the architect at his, the client's, risk. If the architect, whilst retaining the drawings, does not communicate with the client the position is as follows. The architect is what is known as a bailee without reward and is accordingly under obligation to take reasonable care of his client's property. The

architect is under no obligation to retain the drawings and whilst in his possession they are at the call and disposal of the client deliverable to him on demand. When applying the Statute of Limitations the period named in the Statute would commence to run from the demand, and not from the date of deposit. Thus, if demand be made and uncomplished with for six years, thereafter the client would not be able to bring any proceedings in respect of the architect's failure to deliver the drawings. Manifestly, a considerable lapse of time, during which period presumably no discussion of the drawings had taken place between architect and client, would militate against any complaint of the client if the drawings ceased to exist, which complaint would be based on the architect's lack of reasonable care.

The drawings that become deliverable to the client on payment of the fees due to the architect are all those prepared for the carrying out of a contract. If the building has been erected the drawings must be given up and Clause 1 (f) of the Conditions of Engagement in the R.I.B.A. Scale of Charges does not in any way modify the legal position. It is only inserted for the purpose of securing to the client the copy drawings therein defined without any additional charge being made.

In addition to the drawings being the property of the client, the specification and the Form of Contract are also his, the architect merely retaining them during the continuance of the work for the purpose of carrying out his duties under the contract. When the architect's duties come to an end these documents must be handed over to the client. If the client intends to proceed with the building and the architect's services are dispensed with either before or after the signing of the building contract, the drawings and specification and other contract documents must still be handed over, subject to a lien on them against unpaid fees. When the architect's services are dispensed with after the signing of the building contract but fees remain unpaid, the proper course would seem to be for the drawings and other contract documents to be handed to the new architect appointed under the contract on an undertaking from him to hold them subject to the first architect's lien. In this way the building owner would not have his building delayed and the first architect's right of lien would be preserved. If, however, the first architect's fees have been paid there would be no question of lien and the drawings and other contract documents must be handed over to anyone named by the building owner. If the architect's services are dispensed with because the project has been definitely abandoned, the client is still entitled, on payment of the appropriate fees, to delivery of such drawings as have, up to the time of abandonment, been prepared. It should be, perhaps, emphasised that the ownership by the client of the physical drawings does not affect adversely or otherwise the architect's rights (if any) arising under the Copyright Act.

Unpriced Bills of Quantities are also the property of the client when the fees have been paid, but the pricings of a contractor are not the client's property. They belong to the contractor. Such priced Bills of Quantities, therefore, only become available to the client in the event of their being required for the purpose of arbitration or litigation, though under the R.I.B.A. Form of Contract the client has the right to inspect them whilst in the architect's or surveyor's custody. At the completion of a contract such priced Bills should, strictly speaking, be returned to the contractor in exchange for all drawings and documents supplied to him for the carrying out of the contract. Neither the architect nor surveyor has any right to withhold contract documents required for the purpose of arbitration or litigation.

The position with regard to drawings in course of preparation by the architect is not quite so clear. Presumably the client could tender the appropriate fees at any stage of the preparation and the incomplete drawings would then have to be handed over. If during preparation the drawings are destroyed by enemy action it may be that the loss would fall upon the architect, the risk apparently not being insurable by him under the "business scheme" of War Damage Act.

WAR DAMAGE ACT 1941, SECTION 95

After considerable correspondence the final ruling of the Board of Trade under the above section of the War Damage Act has been obtained.

It is to the effect that architectural drawings can be insured under the Act if not "owned for the purpose of a business." Thus the owner of a dwelling-house may insure the drawings of that house under the "private chattels" scheme, but the owner of a commercial building is precluded from similarly insuring drawings of that building on the ground that they are "owned for the purpose of a business."

This ruling is unaffected by the question as to who has physical possession of the drawings. All that matters is ownership, which in law is vested in the building owner.

DEFERMENT OF MILITARY SERVICE

OF ARCHITECTS AND ARCHITECTURAL ASSISTANTS ENGAGED ON WORK OF NATIONAL IMPORTANCE

It is important that early action should be taken by the employer in submitting an application to the professional institute to which he belongs in connection with the deferment of military service of an assistant engaged on work of national importance. The application should be made as soon as possible after the candidate's registration for military service. There is a tendency for employers to wait until the eleventh hour, when enlistment notices are on the point of issue, before putting their cases forward, and this makes it difficult to ensure that a candidate's calling up notice is suspended pending consideration of the application for deferment.

CODE OF PROFESSIONAL PRACTICE, CLAUSE 3 (a)

The footnote to Clause 3 (a) of the Code of Professional Practice provides that architects may insert one notice of change of address in the professional Press. The Clause states that they must make no other public announcement in the Press.

On the recommendation of the officers of the Practice Committee, the War Executive Committee of the Council, acting on behalf of the Council, have agreed that this provision should be relaxed during the war in cases where architects have had to move their offices by reason of enemy action. In such cases they are now allowed to give one notice of change of address in the lay Press, provided it is done in an unostentatious manner.

DIRECTOR OF WORKS, MINISTRY OF WORKS

Mr. T. P. Bennett [F.] has been appointed by Lord Reith to succeed the late Lieut.-Colonel C. L. Howard Humphreys as Director of Works in the Ministry of Works and Buildings.

ARCHITECTS AND THE WAR

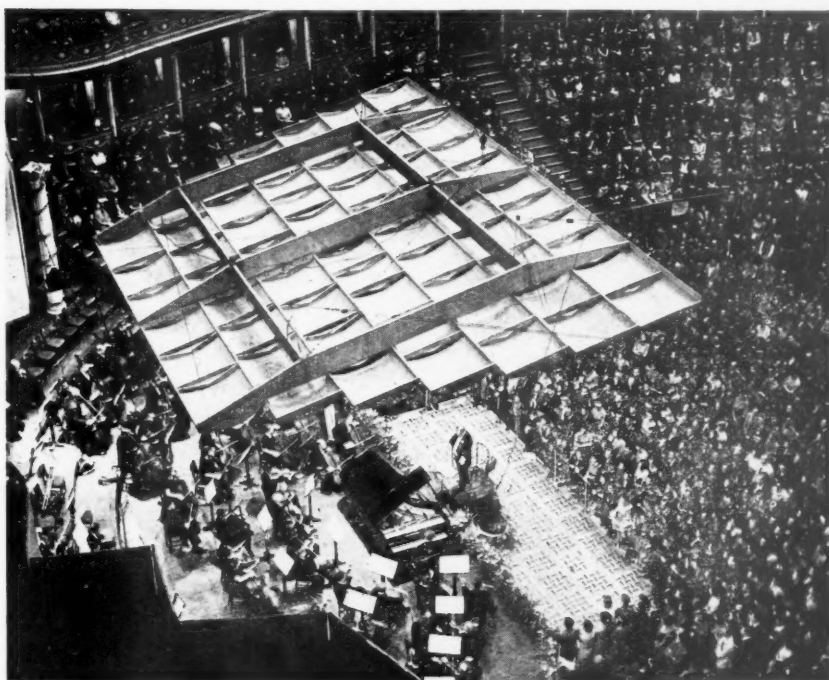
The number of members and students of the R.I.B.A. now serving in various branches of the fighting forces is approximately 2,100.

EXHIBITION OF INDUSTRIAL LIGHTING

Following the issue of the Factory Lighting Regulations by the Ministry of Labour and National Service making certain standards of factory lighting compulsory, the Electric Lamp Manufacturers' Association Lighting Service Bureau has arranged an Exhibition of Industrial Lighting.

The Chairman and Council of E.L.M.A. have reserved Wednesday, 10 September 1941, at 3 p.m., for a visit of members of the R.I.B.A. to the E.L.M.A. Lighting Service Bureau at 2 Savoy Hill, London, W.C.2.

A demonstration will be arranged and officers of the Bureau will be in attendance to explain the various exhibits. Tea will be provided.



Photographs by Suschitzky

CONCERT MUSIC IN THE ALBERT HALL

Hope Bagenal, A.R.I.B.A.

Owing to the destruction of Queen's Hall it was decided to hold the Promenade concerts in the Albert Hall and immediately it became necessary to review the acoustics from the point of view of the moderate-sized orchestra and the expected audience, of some 2,000 to 3,000 persons. The Royal Philharmonic Society and its hon. secretary, Mr. Keith Douglas, had some difficult problems before them. In so large a hall how could the intimacy of the Proms be carried on? Would the echoes spoil the ensemble of piano concertos for a critical audience? Would a moderate orchestra be loud enough? Such were some of the anxious questions which were asked. I would note at the outset that the advice of the Building Research Station at all stages was invaluable.

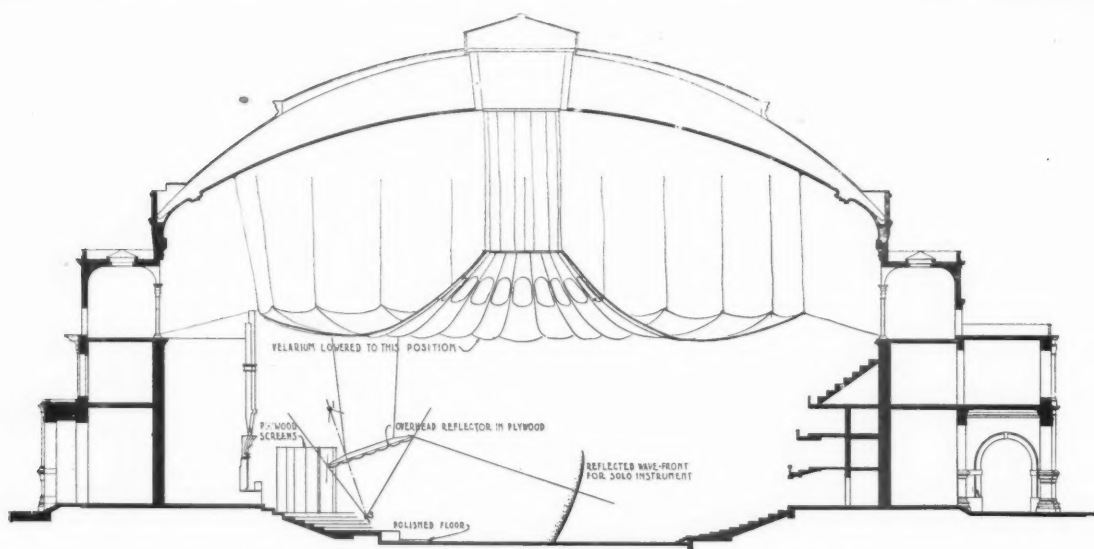
The Albert Hall was designed to serve all purposes—to minister to eye and ear. And, historically, it has done so. It has housed educational conferences, marathon races, mass conversions, concerts, boxing matches, political meetings, assemblies, balls. It has proved itself a "multi-purpose building" and Londoners ought to regard it with piety. But, in its design, optics have always been at odds with acoustics. The curved shape has great advantages optically: it gives the "spetticolo." The crowd in a large amphi-theatre senses itself, responds with excitement, and each individual feels himself at the centre of the curve, the heart of the crowd. This fact has proved itself at the concerts; and no one who has lost himself in one of those great audiences, heard the music and seen the listeners, would care to deny it.

Also one must recall the structural significance of the dome shape. In the Albert Hall a huge wrought iron ring round the

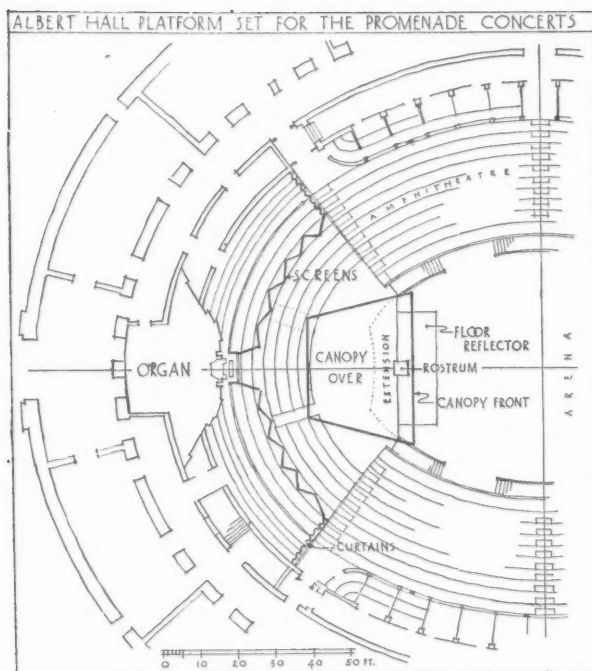
top retains the dome, and the attic walls are not taking thrust: dome and ring together form a large dish cover sitting on the top.

But curved plan and dome together are acoustically bad. The dome is struck, on the cross section, from just below the floor giving considerable return concentrations at low level; the ellipse tends to collect sound on the focal areas on plan, and the result is that families of echoes exist—long and short, loud and soft. The hall notably controverts the modern doctrine of diffusion. In spite of the considerable sound absorption provided by boxes, plush seats, hangings, the remorseless concave collects rays into beams, and beams into powerful reflections as loud as primary sounds and at their longest at nearly half a second interval. On the other hand owing to velarium, arena carpet, and the absorbent elements named above, reverberation had not appeared phenomenally long in spite of the large "volume" of approximately 3,000,000 cu. ft. and had always given to strings in unison a certain tone quality. Trouble arose specially in rapid passages played *forte*; the hall then had a "grunt." In addition accompanying was difficult, players could not hear their own instruments, orchestras of moderate size felt themselves lost on the huge rostrum as on the lower slopes of a mountain, and string tone was not strong enough, except with very large orchestras, to extend the considerable distances to remote seats in sufficient volume.

The reports of experts, at different times, had thrown light on the various problems and ordinary experience offered some clues. For instance, it was noticeable that music was effective at the Chelsea Arts Ball. On these occasions the band was lifted higher



LONGITUDINAL SECTION SHOWING VELARIUM, REFLECTOR AND SCREENS IN POSITION

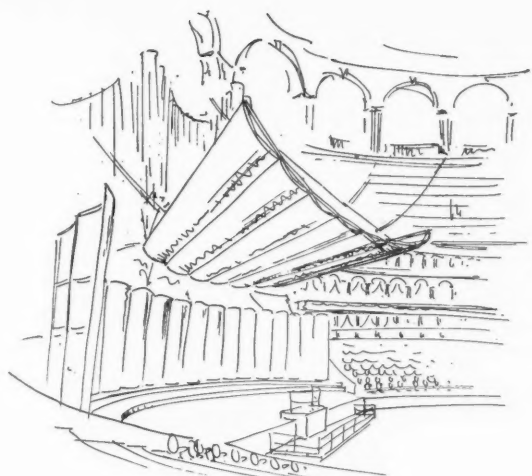


up, the dance floor (when not entirely covered) offered some polished surface, and there frequently depended from the ceiling flags, dragons, streamers and insignia which increased absorption where it was needed.

The first object of the present treatment was to increase strength of tone and for this purpose large wooden screens were placed round the orchestra on the fifth riser of the choir staging (see plan). They were very kindly lent to the Royal Philharmonic Society by the Denham Film Studios and consisted of studio "flats" 20 ft. high. If they had taken, on plan, the curve of the staging there would have been a focussing effect, so they were placed on a zig-zag line and resembled a large Chinese screen. They immediately served the purpose intended, that is they increased tone at its source, and at the first concert in May it was clear that some improvement had been made. Also they helped to localise the orchestra. Since they were of wood a resonance effect took place impossible to analyse; drums, for instance, were unduly reinforced occasionally and sounded loud as a bomb; but the resonance did no harm and probably contributed to the improvement of string tone.

The echo problem was dealt with experimentally by bringing down by stages the velarium—usually fixed in the upper dome. An improvement was noticed; and at its lowest—about upper balcony level—echo for sounds of ordinary loudness was almost eliminated. That is to say the lowered velarium partly absorbed and partly diffused normal sounds. But for very loud or very sharp sounds, such as loud trombones, or staccato piano, it failed: they appeared to go through it and return with the full concentration of the dome above. The effect of this was that the hall was bad for Wagner, Tchaikovski, Sibelius, but quite good, generally speaking, for Mozart and Beethoven. Echoes from upper gallery and from wall areas to right and left of the organ were minimised by the hanging of large curtains.

Another improvement was to place a strip of parquet in front of the platform, and keep a clear reflector space, on the principle of the Greek orchestra floor. This was useful for the solo voice, and specially for the solo violin in violin concertos. A grand piano can easily hold its own against an orchestra at 90 db, but the solo violin has not anything like that loudness at command: in a large hall, therefore, it requires a floor reflector. Also in the

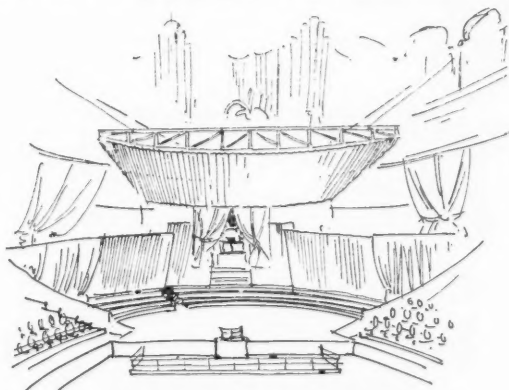


A SCHEME OF FIBROUS PLASTER ON TIMBER FRAMES

Sketch designs by William Allen [A].

June concerts, where stalls occupied the arena floor, the pushing back of front seats improved the ensemble of tone as heard from those seats, and gave a perspective.

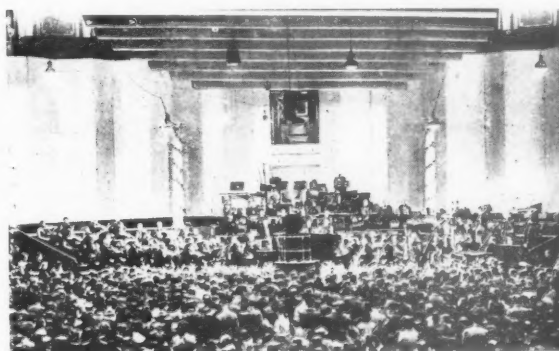
Towards the end of July criticism was directed specially to the piano echo, and in my own view to a lack of brightness and definition in distant seats. This latter was due to a general lack of polished surfaces able to reflect high tones, and in so large a hall due also to atmospheric absorption of high tones. The original scheme had included a reflector board or canopy (if timber could be procured and the structural difficulties overcome) which should be suspended over the orchestra. First sketch designs by W. Allen for this are shown in the illustration: alternative materials were considered in case plywood was unobtainable. The difficulties were considerable owing to sheer size. Since the hall has no grid, too large a canopy could not be slung, and a canopy too small would not do its job and would look dwarfish and out of scale. The structure now in place is 40 ft. wide at the front crest and is barely large enough. At the same time it had to be of units easily fitted together and to be assembled and slung, or taken to pieces and removed, in a day. The object of the canopy was to strengthen tone and reflect it outwards. But also to cut off as much sound as possible near the source from rising into the dome, and therefore to act partly like a "sound board" over a cathedral pulpit, the main function of which is to



A TREATMENT BASED ON THE USE OF ASBESTOS CEMENT SHEETS

cut off vertical sounds reaching the vault. Clearly, to do this properly, it ought to extend over the whole orchestra: and it is to be regretted that it does not do so, but limitation of weight would not permit this. However, the effect was at once noticeable: it has eliminated echo in the case of the piano—and has very usefully diminished echo in respect of the remainder of the orchestra. This, as things turned out, proved of considerable importance. The next act of the drama came as a surprise to all. Throughout there had been gods and high authorities contending above the heads of mere craftsmen and designers: finally the High Commissioner of Police ordered the velarium back into its original position so that what reduction of echo there now is is provided only by the canopy and the gallery curtains. Later the canopy was raised higher than before and a greater slope given to it.

The canopy is constructed in units made of $\frac{1}{4}$ " ply-wood sheets strained back over convex framing to increase their rigidity and improve the type of resonant response. The convex shape diffuses sound over a wider area. The plywood is varnished to reflect "tops." The result is interesting. Sound is much louder in the



A general view from the back of the arena showing the screens and some of the Corinthian columns garlanded with pink roses. No adequate picture can be given in a black and white "still" photograph of the colour and architectural vivacity of the scene in which the great starkly functional canopy, sailing free in the air above the orchestra, is balanced and stabilised aesthetically by the firm lines of the screens and the classic formalities of the sentinel columns

arena and lower portion of the house. Since the aim has been to bring the audience down and reduce the scattered seating this floor loudness is important. It gives the sense of reserve power, and communication—the excitement necessary to success, where large audiences are concerned; the orchestra now sounds not too far away. But in addition the varnished wood area reflects "tops." Close to, it is perhaps too bright; but the result is that at a distance there is now definition; phrasing can be heard. For instance, in Wagner the passages on the wood wind emerge clearly. Women's solo voices are much better heard. This is satisfactory when we consider the absorption provided by the large audiences—amounting sometimes to 5,000 persons. An advantage given by the canopy is found also in the fact that the conductor now hears his instruments better and the instrumentalists can hear each other more clearly. This relieves the strain on the conductor.

Artistically the problem was largely one of scale and one of colour. The screens were large enough to tell and their angular setting happens to give some gradations of tone. As to colour the pale blue and white gives a scheme sufficiently marked yet impersonal and plain to the eye. The four white Corinthian columns are beautiful in themselves, but they are something more than decoration. To the initiated they symbolise the principle of diffusion so noticeably contravened by the shape of the hall but necessary to any attempt at acoustical correction. The canopy was constructed by Messrs. John Laing & Son.



THE HARVARD FIELD HOSPITAL

Among the many services being rendered by the American Red Cross is the supply, erection and maintenance of a complete hospital for communicable diseases, serving a large area in a military command in Southern England.

The hospital, known as the Harvard Field Hospital, is under the direction of Dr. John E. Gordon, Ph.D., M.D., Professor of Preventive Medicine and Epidemiology at Harvard. All the medical staff has been provided by Harvard. The complete building, excepting only the foundation piers, including the whole of the structure and finishes and even the metal connectors, the nails, the paint and the heating equipment and all internal furniture and equipment, has been provided by the American Red Cross and shipped across the Atlantic ready for assembly. This has been supervised by Mr. Van A. Gwyer, of the fabricating firm, the P.H.C. Corporation, of New York and Jackson, Mississippi, a firm in which Mr. Harvey Wiley Corbett [F.], F.A.I.A., is chief architectural consultant.

The building is of considerable interest as a large-scale completely pre-fabricated job and although the sight of so much timber so prodigally used makes it seem rather a dreamland affair to a timber-starved British architect to-day, there are numberless features of construction, finish and general building organisation which demand attention.

HOSPITAL ORGANISATION

The hospital is for communicable diseases of every kind that may be expected among troops in England. The hospital service is based on a system differing in many ways from the normal English system. It has been stated that, according to the existing English system, a hospital to serve all the cases of communicable disease for a civil population comparable to the military population served by the Harvard hospital would require about 1,000 beds. Here, however, there are 135 beds only, each case being isolated and treated as a laboratory "specimen" by which experience may be gained to control all subsequent cases. The internal hospital service is combined, as is common in civil American practice and can be easily effected within military discipline here, with a highly organized "district" service of detection and immediate isolation of suspects. The quantity and quality of laboratory and research space and equipment is above what normally would be expected in a "field hospital."

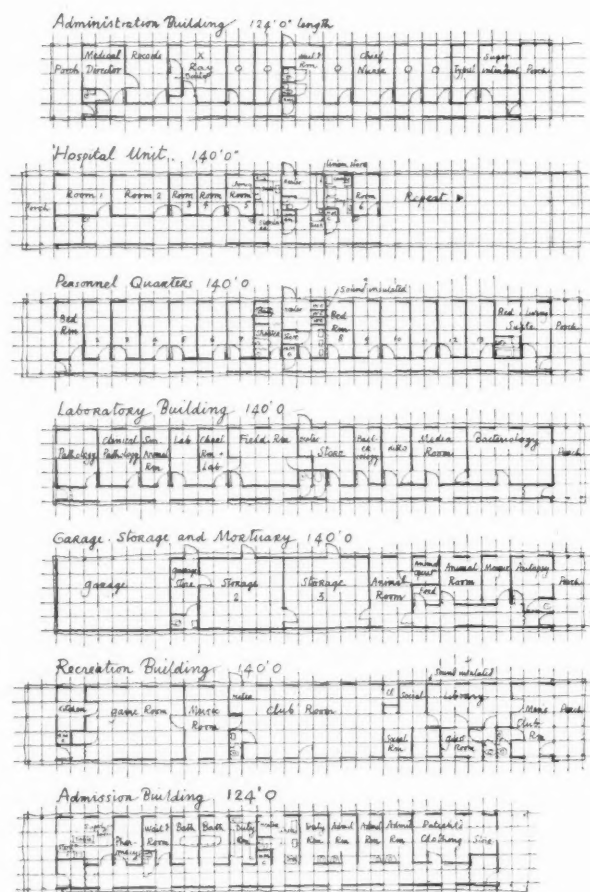


Fig. 1

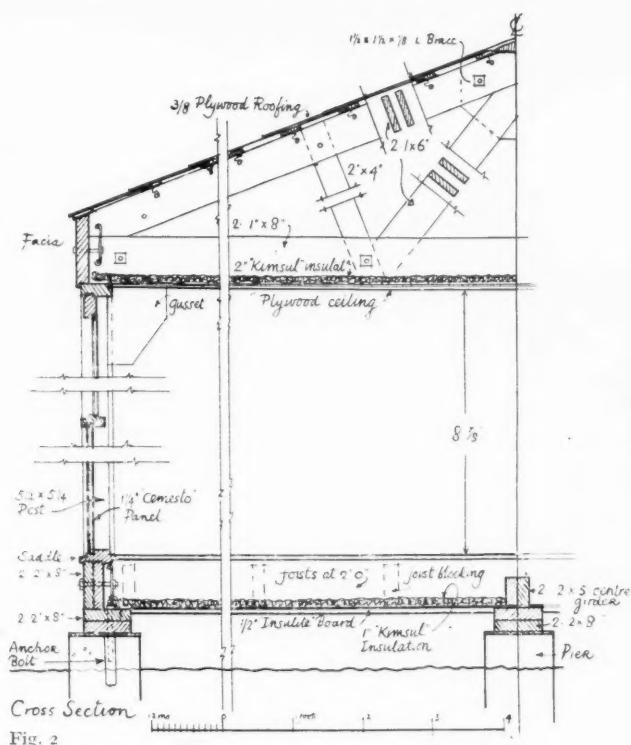


Fig. 2

GENERAL PLAN

In general it can be stated that the nine wards are on a fan layout, the blocks running approximately east-west. The ward ends are linked by a covered corridor. The other huts in the hospital are admission and administration buildings, a laboratory, a pathological laboratory and mortuary, a laundry, kitchen, residential accommodation for full medical and nursing staff and a recreation hut. In all, the hospital consists of 22 huts.

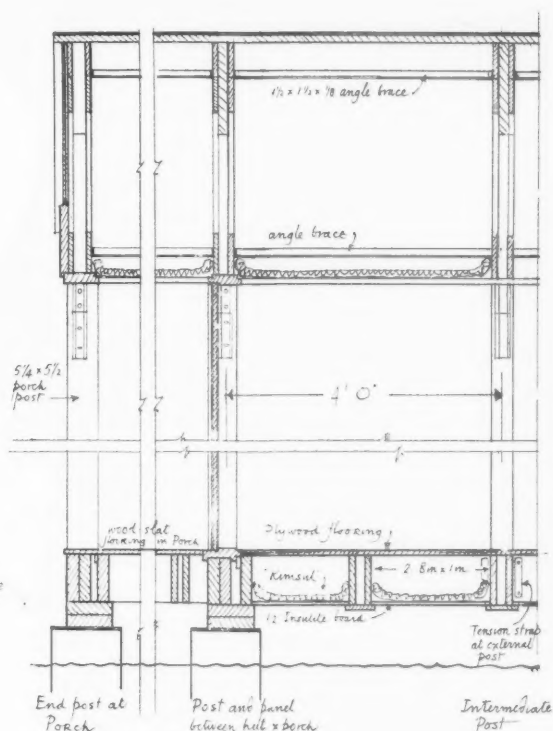
Each hut has its own oil-fired heating plant fed from a central oil storage.

THE HUT PLAN AND STRUCTURE

Each building is laid out on a basic 4-ft. unit. The majority of huts are 140 ft. x 20 ft., a few are 124 ft. x 20 ft. Open porches are added to one or both ends of most huts.

Plans of some huts are shown in Fig. 1.

Timber vertical framing, of 5 1/4-in. posts, is spaced at 4 ft. centres; roof trusses are also at 4-ft. centres. The trusses are substantially made and seem to provide greater strength than can possibly be necessary. A criticism has been made of the lack of diagonal cross-bracing. The huts have no cross walls in their 140 ft. of length and the only cross bracing is provided by the 18-in. gussets at the foot of each truss. P.H.C. Corporation claim, however, that on test the structure is found to be adequately rigid, largely owing to the firmness given by an ingenious tension brace at the foot of each post. This brace can be seen on the section and also in photograph, Fig. 4. The upper end of a metal strap hooks over a rod which pierces the floor-joist ends and the foot of the posts, the lower end of the strap connects with a hook bolted to the sole-plate. By screwing up an external and easily accessible nut, the strap is pulled so that post, joist and plate are drawn together and held rigid. This contrivance also assists speed of erection. The first stages of assembly can be done loosely and without attention to the verticality of posts,



etc.; in the final stage the tightening of the brace brings all the elements into exact position.

Similarly, in the roof accurate spacing and rigidity is given when the six 1 1/2 x 1 1/2 x 1/8 in. braces which act as accurate distance pieces between each pair of trusses are screwed up.

All timber is Carolina short-leaf pine, which is described as a fine, easy-working material eminently suited for pre-fabrication. Metal connectors are used throughout for all pre-fabricated fixings. The wood is rough-sawn to a 2-in. thickness and plane-finished to 1 3/4 ins. The timber is kilned to a moisture content

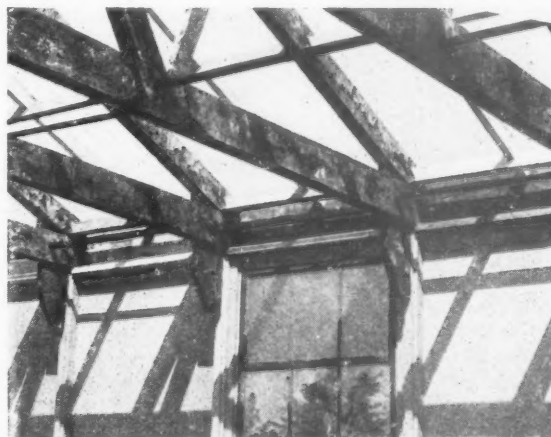
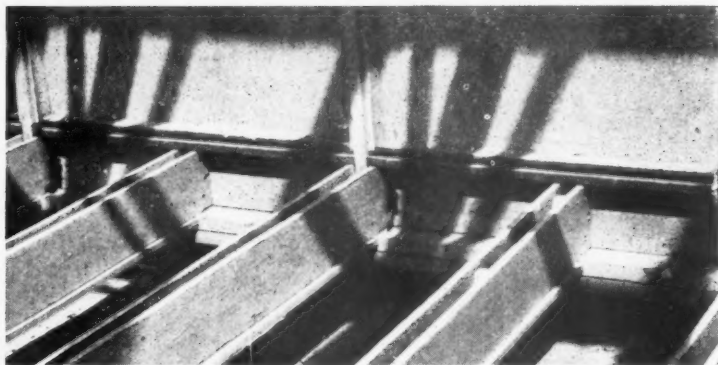


Fig. 3



of 9 per cent. and sealed by one coat paint as soon as machining is completed.

The floor is built from pairs of 1 in. \times 8 in. joists, with 1-in. spacing blocks in between. An overlapping board is fixed at the bottom of each pair on to which the asbestos floor insulation is dropped without further fixing and the patent "Kimsul" insulation on the top of this. The multi-ply flooring is laid on the joist tops and fixed by a tension clip. A loose metal tongue is inserted between joints of the floor panels. The surface is highly polished oak, following American hospital practice of having polished and not washed floors.

The external walls are of "Cemesto" panel, a built-up panel consisting of 1-in. "Celotex" faced both sides with a high-finished asbestos cement which requires no further treatment, though, in the Harvard hospital, it is camouflage painted externally and also painted internally.

The degree of insulation from weather conditions and noise provided by 1½-in., only, of external walling may seem inadequate to a patient in bed. It would be interesting to have full test results of the insulation properties of these panels.

The roofing of the standard hut as designed for use in America is of plywood, but the English hospital has roofing of interlocking "Celotex" panels covered with galvanised sheet-steel plates in 4-ft. lengths.

Internal walls and ceilings are of 4-ft. wide panels of pine multi-ply, with open "V" joints.

Insulation to roof and floor is provided by a patent material, "Kimsul," an expanded wood fibre, fire and rot proofed. This is supplied in rolls of the exact width necessary to fit between joists and rafters with a proper amount of turn up at the sides.

Fig. 4

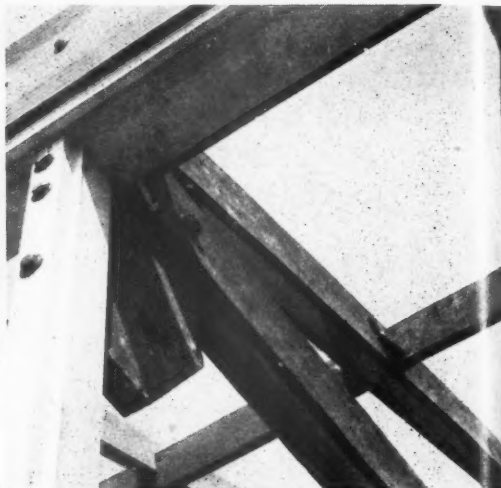


Fig. 5

It is spiked in place rapidly by a specially designed "Bostitch" hammer.

Joints between "Cemesto" panels and posts and elsewhere are sealed with a patent rubber cement applied rapidly and efficiently through a pressure gun.

EQUIPMENT

Heating is entirely by American-made low-pressure hot-water radiators supplied from oil-fired boilers. A separate heating unit is attached to each hut, so that special heating needs can be met economically and, above all, to reduce the risk of having the whole hospital deprived of heat by a single bomb.

Sanitary equipment, of normal hospital design, has all been brought from America.

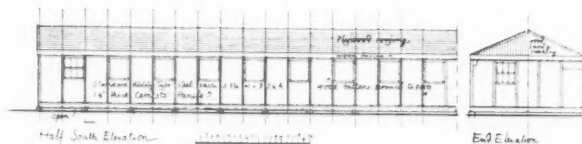


Fig. 6

THE MEIKLE—MAUFE CASE

MR. JUSTICE UTHWATT'S JUDGMENT

IN THE HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

Royal Courts of Justice.
Thursday, 31 July 1941.

Before

MR. JUSTICE UTHWATT

J. A. MEIKLE AND THE EXORS. OF A. DUNBAR SMITH v.
EDWARD MAUFE AND HEAL & SON, LTD.

Mr. Charles E. Harman, K.C., and Mr. James Mould (instructed by Messrs. Lee & Pemberton) appeared for the plaintiffs; Mr. K. E. Shelley, K.C., and Mr. Guy T. Aldous (instructed by Messrs. Sydney Redfern & Co.) appeared for the defendants.

JUDGMENT

MR. JUSTICE UTHWATT: The defendants, Heal & Son, Ltd., in or about the year 1912, following an idea that they had had in mind since 1910, employed the firm of Smith & Brewer as their architects in connection with buildings which, shortly after, were put up on part of their premises in Tottenham Court Road. In the year 1935 the defendants, Heal & Son, Ltd., employed the defendant, Mr. Edward Maufe, as their architect in connection with an extension of the original building. The claim in the action is made by the sequels in title of Smith & Brewer, who allege that buildings put up in accordance with Mr. Maufe's plans, and the plans themselves, infringe the copyright vested in the plaintiffs in the artistic design of the buildings for which Smith & Brewer were responsible and in the relative plans. Apart from questions of law, and the question whether the later buildings and plans reproduce the work of Smith & Brewer, the main defence is that it was implicit in the transaction between the defendants, Heal & Son, Ltd., and Smith & Brewer, that Heal & Son, Ltd., and any architect employed by them should stand authorised to do what in fact had been done.

I propose to deal in the first instance with the relevant facts, so far as they relate to the original building, and the question of the extent of any infringement of any copyright in the design of, and plans for, the original building and the questions arising thereon, and at a later stage to deal with the question of the implied authority.

As regards all the questions involved as to the nature of the original and infringing buildings I propose to deal with these by reference to the buildings and the design involved in them, and to regard the relative plans generally, subject to exceptions, as plans to which effect is given in the relative buildings. In the course of the opening of this case I was invited by Mr. Harman, on behalf of the plaintiffs, to deal with the matter by reference to the buildings alone; but as Mr. Shelley, on behalf of the defendants, stated that his case was to some extent dependent on details, the plans were in the course of the hearing considered in detail. In his closing speech, Mr. Shelley agreed that this matter might really be considered by reference to the buildings alone. I personally have found that little assistance in determining the substance of the points involved in the case can usefully be derived from the plans.

The firm of Smith & Brewer, which consisted of two partners, Arnold Dunbar Smith and Cecil Claude Brewer—a member of the Heal family—were employed as architects for the building operations which were begun by the defendants, Heal & Son, Ltd., in 1914 and were completed in or about the year 1916. Those buildings, so far as they faced Tottenham Court Road, were built on land leased from the Bedford Estate, and I will refer to those lands and buildings thereon as "the northern section."

There were no special terms contained in the contract for the employment of the firm as architects. They were appointed architects and the matter was left at that. In connection with the buildings many plans were prepared by Smith & Brewer, and it was admitted by the defendants in their defence that the

northern section was built in accordance with plans submitted by Smith & Brewer, though the fact that the firm were "the authors" of these plans within the meaning of the Copyright Act 1911 was not admitted.

As regards the copyright in the plans of the building in the northern section I find as a fact that the plans and the design were the joint work of the two partners done in the ordinary course of their partnership business; that the plans in accordance with which the building was erected were, subject to some matters of detail to which I refer below, the original work of the partners working together, and that accordingly the copyright in those plans became vested in them for their partnership purposes, and subject to the point of law to which I will refer later, the copyright in the artistic design of the building was also so vested in them. It is clear on the evidence that both partners in fact collaborated in the work, and indeed it would appear from some of the published comments on their work that by their diverse and complementary qualities they were well fitted for combination. If indulgence in atmosphere was the natural bent of one, the other could be relied upon to see that his partner's ideas were translated into tactile effects. However this may be, the result in this case was that, in accordance with their plans, a novel building of an artistic character was put up in Tottenham Court Road.

I do not propose to describe the building in detail. The general features of the façade were that the shop windows on the ground floor lay within a colonnade on the line of the street pavement, and that above the ground floor the general design was an alternation of triple and single bays, until the entablature was reached. The design was one which was capable of repetition in any extension.

As regards the interior of the building—I speak generally—each of the floors in question was designed as a single room, and in each of these rooms there was a series of stanchions regularly spaced which supported the beams.

The exceptions as regards original work to which I have referred are of minor importance; they relate to matters of detail. With respect to the façade, Mr. Armitage, an architectural carver and modeller, was responsible in whole or in part for the design of certain of the details which entered into the façade of the building as constructed. For the design of the cast-iron enrichment around the window frames, for the lion's heads appearing on the first floor level, and for all but one of the cast-iron trade panels he was wholly responsible; for the design of the cornice he was partly responsible. It may be that he was partly responsible for other minor features embodied in the building. The matters with which Mr. Armitage was concerned were specialist's work on which he was engaged with a view to carrying out in a satisfactory way ideas placed before him by the architects as to details incorporated in the architect's design. In the general design embodied in the building there is no evidence that anyone played any part other than Smith & Brewer.

With respect to the interior, the stanchions and beams presented no novel features, the caps, rails and bases of the stanchions do not contain any feature not commonly used by architects, and I attribute no originality to Smith & Brewer as regards the form of these features. They were, however, responsible for the layout of the rooms. That is the main point, and these exceptions do not affect my view as to the authorship of the plans or of the general design embodied in the façade or the rooms.

I may add that it was not contended by the defendants either as regards the façade or the interior that the design embodied in the building was not such as not to be susceptible of architectural copyright.

It was contended on behalf of the defendants that there could not be a separate copyright in a building as distinct from a

copyright in the plans on which the building was based, and that if there were a separate copyright in the building the copyright was in the builder. In the present case, neither of these contentions is material, except in so far as the correctness of either of them may affect the quantum of damages. Upon the first contention it is argued that the originality lies in the plan, and that, therefore, there can be none in the building which reproduces the plans. Upon the second contention it is said that, wherever originality may lie, the author for copyright purposes is the builder who has built the building and not the architect responsible for the plans. In my opinion, neither contention is well founded. As regards these contentions, an architectural plan finds its meaning and purpose in the use to which it is put. The point of the architect's activities is not the making of plans as such, but the embodiment in the building of an artistic and other ideas which he has in mind and which are contained in his plan. The plan is a means to an end, and not an end in itself. To deny originality to the artistic design embodied in a building by attributing originality only to the plans which led to the building would be to give reality to the shadow and refuse it to the substance.

As regards the second contention, to attribute for the purposes of the Copyright Act "authorship" of the building to the builder who has worked in accordance with an architect's plans and under the architect's supervision, does not seem to me to be required by the terms of the Act. The architectural work of art, in respect of which copyright is given, is defined as "a building or structure having an artistic character or design in respect of such character or design." By definition the protection is limited to the artistic character or design embodied in the building. In the making of that character or design the builder plays no part. He, like his plans, is only part of the machinery employed in the production of the structure that embodies the design and the ideas of the architect. The author for copyright purposes of the architectural work of art is the author of the plans. It follows that, in my opinion, Smith & Brewer are entitled to the architectural copyright in the building as well as the copyright in the plans.

It is now necessary to consider the evolution of the title to the copyright. As regards this, Brewer and Smith carried on business in partnership down to the date of the death of Cecil Claude Brewer on 10 August 1918. By his will and codicil, proved by his executors, Maurice Brewer and Arnold Dunbar Smith, on 18 December 1918, C. C. Brewer bequeathed his share and interest in the partnership of Smith & Brewer to Arnold Dunbar Smith, and that bequest accordingly included C. C. Brewer's interest in all copyrights which had belonged to the partnership.

Following on the death of C. C. Brewer, Dunbar Smith carried on business on his own account until 1 April 1930, when he took the plaintiff, J. A. Meikle, and one K. W. F. Harris into partnership on the terms contained in a partnership agreement dated 8 January 1931. Under that agreement Dunbar Smith brought into the partnership the goodwill of his business of an architect, retaining, however, the right to that goodwill on the expiration of the partnership. The partnership expired by effluxion of time on 31 March 1933, and on its expiration Dunbar Smith assigned his interest in the goodwill to the plaintiff, J. A. Meikle.

It was not disputed by Mr. Shelley, for the defendants, that, assuming the copyright was originally vested in the firm of Smith & Brewer, some beneficial interest in the copyrights possessed by Smith & Brewer was at and prior to the date of infringement thereof vested in Mr. Meikle, and the case was in substance argued and dealt with on the footing that Mr. Meikle was the beneficial owner of the entirety of the copyright.

To complete the title of the copyright, Arnold Dunbar Smith died on 7 November 1933, and the plaintiffs, Clara Ellen Smith and Frank Douglas are his executors, and by reason of the death of Maurice Brewer on 6 March 1935 are now also the executors of C. C. Brewer. It follows that between them the plaintiffs own the legal and equitable interests in the copyrights which were formerly vested in the original firm of Smith & Brewer.

It may here be added that the name "Smith & Brewer" was not at any time allowed to drop. Their successors continued to use it, and Mr. Meikle and his present partner now carry on business under that name.

It is now necessary to consider the new buildings for which Mr. Maufe was responsible. These consisted of an extension (which I shall call "the southern section") of the northern section and of a building lying to the east called "the Albert Mews section."

As regards the southern section, Mr. Maufe chose as the centre of the building as extended the southern bay of the northern section. Having done that, the design of the façade was repeated by him until he approached the southern corner. At that point he felt himself free to give rein to a certain extent to his originality. Mr. Maufe was quite frank about his action. He thought it necessary from the point of view of design to reproduce in the southern section the features which appeared in the northern section. I have no doubt that the work which required to be done by Mr. Maufe was greater than that which an original design would have caused him. He did what he willed, but his will was determined for him. In fact, he copied from the existing building the features which distinguished it. In the façade there are indeed minor differences. The spacing of the pillars in the colonnade is slightly different and the dimensions are not quite the same. The ornamentation in part of the new work differs slightly from that in the old and there are other slight differences. It is fair to Mr. Maufe to say that no one suggests that these or the other differences to which I refer later were made with a view to displacing the fact of copying. Mr. Maufe's object was to make the new look like the old throughout nearly the whole of the Tottenham Court Road frontage. He succeeded in his object. There is no doubt but that until one reaches the last pillar but one facing Tottenham Court Road there is a reproduction of the design embodied in the façade of the northern section, and, unless excused for some reason, a breach of the copyright so far as regards the façade of the northern section. This indeed was admitted by Mr. Shelley on behalf of the defendants in his closing speech.

At the southern corner there are certain changes in the design. The columns and pillars are different, but the general motif is repeated, and here again I find that, unless excused, there is a breach of the copyright until the window of the southern side of the building which encloses the staircase is reached.

As regards the interior, I do not propose to go into all the details which were enlarged upon in the evidence given to me, or to give more than a rough description of it. It is sufficient to say that up to and including the third floor, each floor of the building as extended is a single room. Lift doors in the centre of the eastern wall of the extended rooms mask a lift. At the southern end of the extended building there is a staircase, and that end has no counterpart in the rooms as they were in the original building. In the basement ground floor and first floor the stanchions in the southern section are in a line with the stanchions in the northern section. In the second, third and fourth floors they lie in the northern section about two-thirds, and in the southern section about one-third of the depth from the Tottenham Court Road frontage. The beams in the southern section are slightly less deep than those in the northern section. Speaking generally, pier caps and bases, beams, ceiling cornices, windows and window architraves and beam spacing are repeated, though there are minor differences in the spacing of the stanchions and other matters. On the fourth floor the mansard gallery has been influenced, and again there is repetition. In the ante-room to the mansard gallery there is repetition of the design in the pier cap and base of work appearing on other floors. There are minor differences in the spacing of the stanchions and in the details of the work on the stanchions. The general effect, however, is that the design embodied in the interior of the northern section has been followed in the southern section. In my opinion, there has, as regards the basement and the first, second, third and fourth floors, been a repetition of the design embodied in the former rooms of the northern section, and again, unless excused, there has been a breach of copyright. As regards the Albert Mews section, the only complaint is as regards the interior of certain of the rooms. Here there is no trace of copying at all. The rooms are different. I find as a fact that there has

not been any repetition of any work in which copyright was vested in Smith & Brewer.

The defendants sought by their defence to justify their action on three several grounds. Of these, two were withdrawn at the trial, and I do not propose to refer to them. The ground which remains, and which I now propose to deal with, is that pleaded in paragraph 3 of the defence. That paragraph runs as follows: "It was agreed between the defendant company and the said Smith & Brewer that they should submit plans for the rebuilding of the said northern section. It was at all material times known to the said Smith & Brewer and to the defendant company that subsequently the southern section thereof might also be rebuilt and that in such event it was necessary that the northern and southern sections should together form one architectural unit. The said Smith & Brewer accordingly submitted the said drawings to the defendant company, who accepted the same, and the said northern section was built in accordance therewith. The said Smith & Brewer were duly paid by the defendant company all proper fees and charges in connection with the said drawings and plans and their supervision of the building of the said northern section. In the premises it was impliedly agreed between the defendant company and the said Smith & Brewer that the defendant company or any architect employed by them should be entitled to reproduce the said drawings and plans and the said northern section in so far as that might be necessary so as to rebuild the said southern section to form together with the said northern section one architectural unit."

Now the material facts bearing on the question of an implied term are as follows:—

- (i) There were no special terms incorporated in the contract under which Smith & Brewer were employed as architects.
- (ii) The original building was a complete architectural unit. The design of the façade, however, was such as rendered it capable of repetition whether the building was extended to the north or to the south. The showrooms fronting the Tottenham Court Road again were capable of extension without alteration of character.
- (iii) In and prior to 1914 the defendants, Heal & Son, Ltd., held the northern section of the buildings facing Tottenham Court Road under a lease from the Bedford Estate, and the part of the southern section lying immediately to the south of the northern section, under a lease from the City Lands Committee, the two sections being divided by a substantial party wall. It is stated in a letter of 4 April 1913 that the defendants, Heal & Son, Ltd., were then taking up by way of renewal a long lease of the northern section from the Bedford Estate, but had been unable to renew the lease then held by them from the City Lands Committee, which lease was due to expire in the year 1933. Lying further to the south, and forming the southernmost portion of the southern section, was the White Hart public-house, which was held by certain brewers from the City Lands Committee also for a term of years expiring at midsummer 1933. Heal & Son, Ltd., had in 1914 made some enquiries about the possibilities of acquiring the lease of the White Hart from the brewers, but nothing had resulted from those enquiries. They had not addressed any enquiries as regards this site to the City Lands Committee.
- (iv) Heal & Son, Ltd., in the year 1932 acquired a building lease of the southern section upon which the present buildings were erected.
- (v) All the expert witnesses were agreed, and I find as a fact that architecturally there would not be a satisfactory façade for the Tottenham Court Road block unless the original design was repeated for practically the whole of the length of the extension, and I find as a fact that from a commercial point of view it was desirable that the premises should appear to be one shop. Again, as regards the showrooms, the commercial needs of the business would naturally suggest that if the building was extended the existing showrooms should be extended and that there should not be two showrooms on the same floor. If the showrooms were extended, then again the design of the new part in order to be architecturally and commercially satisfactory would have to conform as near as may be to the design of the old part.
- (vi) There is the evidence of Sir Ambrose Heal, which I accept, that before the building was being erected, as well as in the

course of its erection, he discussed with the architects the possibility of an extension southwards of the building then proposed. What the lines of that discussion were Sir Ambrose did not state, and indeed, at this distance of time, he could not be expected to do so. Mr. Meikle conceded in his evidence that an extension to the south had in 1914 always been known to be a probability, and that it had always been hoped that the White Hart public-house could be included if Heal's requirements justified it. The question of an extension northward was not discussed, and there is no evidence that such an extension was in contemplation.

Lastly, I should mention that there was some further evidence that in 1914, during the Great War, the defendants, Heal & Son, after building had commenced, tried to get the builders to agree to a cancellation of the building contract, but this attempt was unsuccessful.

It is argued that upon this state of facts I have to consider the question whether there is any such implied agreement as is alleged in the defence. In considering this argument, one must bear in mind the position that results from the provisions of the Copyright Act 1911. Apart from any special bargain between the architect and the building owner, the latter is the owner of the plans prepared by the architect. But the architect owns the copyright in the plans and also in the design embodied in the owner's building. The building owner may not therefore reproduce the plans or repeat the design in a new building without the architect's express or implied consent. Apart from some express or implied bargain to the contrary, the architect is free, if so minded, to repeat the building for another owner. It may well be that where the copyright is vested in an architect professional instincts step in and would deter him from the breach of good manners involved in the repetition for a new client of a distinctive design used for a former client. A sequel in title of the architect might not be moved by any such considerations. In any event, the new client desiring a distinctive building would in all probability prefer a deviation into originality.

It was argued that some implication there must be. It was suggested that unless there were some such implication a building owner could not without breach of copyright do extensive repairs to his buildings, or reconstruct a building which had been destroyed by fire or by enemy action. It is unnecessary for me, in deciding this case, to determine these points, and I do not propose to express any opinion on them, but to confine myself to the particular issues raised in this case.

The question whether or not a particular term is to be implied in a contract depends on the presumed intentions of the parties and general reasonableness. The point of implying a term is not to impose on the parties a more reasonable or wider bargain in lieu of that into which they have chosen to enter, but to work out the bargain they have in fact made. To indulge in the dangerous language of metaphor, the parties choose for themselves the pattern and ambit of their contract. The pattern is sometimes incomplete, and threads may be woven into the pattern to complete it, and holes in the background to which the pattern is applied may be filled up. But a new pattern is not to be evolved, nor is the subject-matter to which the pattern is applied by the parties to be widened.

In the present case the contract on which Smith & Brewer were employed could be and was completely fulfilled without the implication of any term. The term desired to be implied is directed to limiting the copyright which Smith & Brewer acquired as one of its results. I accept that in any extension of the building there was a need from an architectural and commercial point of view for unity of design in the façade of the extension and in the interior, and that there was a commercial need that the showrooms on each of the various floors should be one room. I accept the fact that the acquisition of a new lease of the southern section and of a lease of the site of the White Hart public-house was regarded as a commercial possibility at the date of the contract with the architects, and that the architects knew of this. But there is another side to the matter. First, the Smith & Brewer building was such as permitted of extension; it did not as a building hold out any promise of it;

it was a complete architectural unit. Secondly, the whole question of whether any extension should be made lay in the future. It might or might not occur. If it occurred Smith and Brewer might not be chosen as architects; there was no obligation so to do. Lastly, there is nothing to show that the form of any such extension should or might assume was ever under discussion or consideration.

To my mind, the intrusive stranger, whom Lord Justice Mackinnon in *Shirlaw v. Southern Foundries, Ltd.* (1939, 2 K.B. at p. 206), postulates as interesting himself in the formulation of the contract under discussion between the parties, if he asks the question whether under their bargain the building owner was to be entitled to use the design embodied in the building and incorporated in any extension to the south, would not, I think, get the answer: "Of course." The rational answer would, I think, be: "Now you are talking about something else; please keep to the point." I am unable to infer any such term as that for which the defendants contend.

In case the matter is ventilated in another Court, and had I come to a contrary conclusion on the question of an implied term, I would hold as a fact, that if a term is to be implied, it is a term which would cover the extension which has in fact been carried out.

The question of damages remains. There is a certain amount of authority upon the proper measure of damages. In the *Fenning Film Service, Ltd. v. Wolverhampton, Walsall and District Cinemas, Ltd.* (1914, 3 K.B. at p. 1,171) Mr. Justice Horridge, following the principle laid down by Lord Esher in *Exchange Telegraph Co. v. Gregory & Co.* (1896, 1 Q.B., p. 147) at p. 153 stated that the damages for infringement of a copyright were at large. In the *Sutherland Publishing Co. v. Gaxton Publishing Co., Ltd.* (1936, Chancery, p. 323) Lord Wright, then Master of the Rolls, in pointing out at p. 336 the distinction between the case where the claim was for damages for infringement of copyright and the case where the claim was for conversion of infringing copies, stated that in the former case "the measure of damages is the depreciation caused by the infringement to the value of the copyright as a 'chose in action'." In *Chabot v. Davies* (155 *Law Times*, p. 525), a case of infringement of an architectural work, Mr. Justice Crossman, after stating that presumably damages were to a certain extent at large, proceeded on the basis of considering what sum might fairly have been charged for a licence to use the copyright for the purpose for which it is used. It appears to me that the consideration on which Mr. Justice Crossman proceeded is a sound basis from which to begin, but that one is entitled to take into account all the surrounding circumstances in exactly the same way as one is entitled to do in the case of the invasion of a common law right of property.

There was an argument addressed to me on behalf of the plaintiffs which requires to be specifically dealt with. Mr. Meikle stated in evidence that, had he been asked for a licence, he would in all probability have required either that he should be employed as architect for the front block—the infringing block—or that his firm should be employed jointly with Mr. Maufe as architects for the whole new building. It was argued that Mr. Meikle would have been justified in refusing a licence except on these terms, because if he or his firm were not employed, the association of the building with the firm of Smith & Brewer would disappear. The argument then proceeded that upon this footing the proper basis upon which to estimate the damages was to ascertain as nearly as might be the profit which Mr. Meikle or his firm would have made if they had been employed as architects for the infringing building. The relevant figures which enter into an estimate of damages made on this basis are as follows:—

Firstly, the total cost of the whole new building was £94,500, the cost of the infringing building (exclusive of accessories such as lighting, etc.) was estimated at £24,000; the part of the cost attributable to the façade was estimated at £6,753.

Secondly, the architects' fees payable under the R.I.B.A. scale are, for new work, 6 per cent., for alterations and additions to existing buildings, not less than 6 per cent. nor more than 12 per cent., and for sketch designs the fee payable is on the basis of a *quantum meruit* not exceeding one-sixth of those percentages.

Thirdly, as regards the expectant profit, the effect of the evidence given was that, as regards Mr. Meikle and his firm, the

percentage of expenses to receipts varied considerably. The approximate percentages were, for the three years ending 1933, 20 per cent.; for the six years ending 1936, 30 per cent.; and for the years 1936, 1937 and 1938, 36 per cent., 60 per cent. and 60 per cent.

I do not accept this argument. It does not appear to me that an architect's profits which would accrue from employment as an architect in the infringing building are either in the general case, or in this particular case, the measure of the damages recoverable for breach of copyright in the design and plans vested in him. Where the copyright in the design or in the plans is vested in an architect competent and willing to do the proposed work, the fact that he is an architect may be taken, I think, into account among the other circumstances in assessing damages. But such profits do not provide, in my opinion, either a mathematical measure of damages or a basis upon which to estimate damages. Copyright is not the sickle that reaps an architect's profits.

I have already stated the cost of the infringing building and the extent of the infringement, and there are some other matters which were brought to my attention in connection with the question of damages.

Firstly, a practising architect would not in the case of an important building such as the original building repeat the design in another building, nor would, I apprehend, a new client normally desire a repetition of an existing building, and it is fairly clear to my mind that in substance the only market for licence to repeat the design was with Heal & Son, Ltd. The plaintiffs on this basis have lost their only market for the copyright. However this may be, the infringing building as a whole contains nothing which detracts from the charm of the original design.

Secondly, there was evidence that frequently an architect would not make any charge to a brother architect who wished to repeat in an extension the design for which the former was responsible. This, in my opinion, is irrelevant upon the question of damages. Professional readiness to accept a compliment rather than to insist on a legal right is immaterial where damages for the infringement of a right are being considered.

Thirdly, occasionally an architect is instructed to design a façade alone, and is not engaged to carry out any other part of the work incumbent on the architect of the building, but as the fee paid is a matter of agreement and depends on the reputation and the presumed personal qualifications of the architect selected, it does not appear to me that the amount of fees paid in these circumstances are of any great assistance in assessing the damages.

Fourthly, some reliance was placed and some insistence was made on the fact that some journals contained matter which attributed the architectural work for the whole building to Mr. Maufe, and that there was some likelihood of the connection of the name of Smith & Brewer with the building being lost. As to this, it may be observed that none of the copyrights in question are vested in the present firm of Smith & Brewer. Mr. Meikle is the only member of the firm who has any interest in them. Further, it may be added, that neither Mr. Meikle nor his partner had any part or lot in the preparation of the design of the original building or the plans which they embody, and that there still remains engraved on the wall of the original building the names of Mr. Brewer and Mr. Smith as its architects. I may add here that there is not the slightest ground for thinking that either of the defendants was in any way responsible for any misleading matter which appeared in the journals in question.

Lastly, in a letter of 26 July 1935 Sir Ambrose Heal courteously explained to Mr. Meikle that his name had been considered by the defendant company when the selection of an architect was under discussion, and that the company had no doubt but that Mr. Maufe would "follow out and develop in a contemporary manner Cecil Brewer's original design with the fullest sympathy and insight." To that Mr. Meikle gave an equally courteous reply, making no comment on the phrase I have quoted. Following on this, Mr. Maufe, with the correspondence between Sir Ambrose and Mr. Meikle before him, wrote to Mr. Meikle

about his selection as an architect, and Mr. Meikle, in reply to Mr. Maufe's letter, stated that his best wishes were with him in the work and that he trusted that in it he would find much enjoyment.

It is conceded that these letters do not in fact amount to a licence authorising the infringement of the plaintiffs' copyright, but the defendants may well be forgiven for thinking that *qua* Mr. Meikle, Mr. Maufe had a free hand so far as the artistic necessities of the building required him to follow the original design and that is what Mr. Maufe has done.

Taking all the circumstances into consideration, I assess the damages at £150.

Now as regards the plans relating to the façade; they, I understand, have already been given up in the course of the proceedings; that is so, is it not?

MR. SHELLEY: Yes; I understand all those we had which were alleged to be infringements we have endeavoured, at any rate, to deliver, and no complaint has been made that we have not delivered them all.

MR. JUSTICE UTHWATT: How does that stand, Mr. Mould, is that so? I am not going to deal with the costs for the moment, Mr. Shelley.

MR. MOULD: I understand the plans of the façade have been given up.

MR. JUSTICE UTHWATT: Do you want the plans of the interior? I will make an order if you desire it. I think, Mr. Shelley, I have only seen a selection of the plans; is that so?

MR. SHELLEY: Yes. I am certainly under the impression that everything that could possibly constitute any copying has been handed over.

MR. JUSTICE UTHWATT: Certainly as regards the façade; I thought that was conceded at the trial; but as regards the interior, I do not know whether that is so.

MR. SHELLEY: Your Lordship knows that the interior details are different.

MR. JUSTICE UTHWATT: It will be a difficult matter to determine which of the plans happen to copy the original, and I am certainly not going to undertake it.

MR. SHELLEY: All I can tell your Lordship is that we have done our best to hand over every plan in our possession which is in any respect a copy of Smith & Brewer.

MR. JUSTICE UTHWATT: Of the façade?

MR. SHELLEY: No, my Lord. I understand all the plans, but I am afraid until we look into it I must not make any statements about other matters.

MR. JUSTICE UTHWATT: I want to know, do your clients want the infringing plans with regard to the interior?

MR. MOULD: My client does not insist on the plans of the interior.

MR. JUSTICE UTHWATT: I did not expect Mr. Meikle would. Mr. Shelley, are there any other facts to be brought to my attention here before I deal with the question of costs. I do not want any figures, but has there been any payment into Court?

MR. SHELLEY: Yes.

MR. JUSTICE UTHWATT: Is that payment under or greater than the amount.

MR. SHELLEY: Greater than the amount.

Then ensued a discussion on certain technical questions in regard to the incidence of costs and those questions were adjourned for further argument.

R.I.B.A. EXAMINATIONS

THE FINAL EXAMINATION, JULY 1941

The Final Examination was held in London and Edinburgh from 2 July to 10 July 1941.

Of the 72 candidates examined, 39 passed as follows:—

Passed whole examination	23
" " " subject to approval of thesis	4
" " " subject to approval of remaining Testimonies of Study	1
Passed Part I only	8
" " " subject to approval of remaining Testimonies of Study	2
Passed Part II only	1
	39

33 candidates were relegated.

The successful candidates are as follows:—

Atkinson, George Arthur (subject to approval of thesis).
Baird, James (subject to approval of remaining Testimony of Study).
Blaney, William.
Bray, Alan Kenneth (Part I only).
Carney, John Edward.
Cullen, James G.
Currie, Alexander John Macaskill.
Darley, Edward A. (subject to approval of thesis).
Eden, Albert Maurice (Part I).
Edmond, Frederic Percy.
Firth, James Ronald (Part I only).
Garland, Robert (Part II only).
Gibbons, (Miss) Kathleen.
Harrison, Roger Charles (Part I only: subject to approval of remaining Testimonies of Study).
Hatton, John Murthwaite (Part I).
Hengist, Charles James Ambrose (subject to approval of thesis).
Houston, Thomas Todd.
Howarth, Leonard.
Hunt, Leslie Edward George.
James, Harold H. William Balfour.
Keith, George McIntosh (Part I).
Kennedy, James C.
Knapper, Charles.
Loney, Victor Henry.

Matthews, Albert Edward (subject to approval of thesis).
Mills, Douglas George.
Mitchell, John (Part I only).
Mobbs, Ronald Henry (Part I only: subject to approval of remaining Testimonies).
Moulin, Louis Charles.
Pearce, George Albert Henry (Part I only).
Pilling, Harry.
Pope, Paul Kennerell.
Stevenson, John (Jnr.).
Stoddard, Gilbert (Part I only).
Thomas, David Lloyd.
Wade, Ernest.
Watson, Ronald James William (Distinction in Thesis).
White, Harry Harmsen.
Wills, Clifford Gordon.

THE SPECIAL FINAL EXAMINATION, JULY 1941

The Special Final Examination was held in London and Edinburgh from 2 July to 9 July 1941.

Of the 20 candidates examined, fourteen passed (four of whom sat for and passed in Part I only) and six were relegated.

The successful candidates are as follows:—

Barlow, Leslie.
Bulmer, Arthur Herbert (Part I).
Glare, William Thomas.
Hazel, John Lawrence (Part I).
Hewison, Ralph Wilbur (Part I).
Higson, Thomas Frederick.
Kaufman, Aubrey (Part I only).
McKinlay, Robert.
Masson, Kenneth Finlayson.
Panter, Frederick.
Passmore, Archibald John.
Pester, George Samuel.
Richards, Ronald Sydney.
Smith, Walter.

THE EXAMINATION IN PROFESSIONAL PRACTICE FOR STUDENTS OF SCHOOLS OF ARCHITECTURE RECOGNISED FOR EXEMPTION FROM THE R.I.B.A. FINAL EXAMINATION

The Examination was held in London and Edinburgh on 8 and 10 July 1941. Of the 7 candidates examined, 5 passed and 2 were relegated.

The successful candidates are as follows:—

Bryden, Robert.
Buss (Miss), Barbara Evelyn.
Clifford-Turner, Harry Dudley.
Ibbetson (Mrs.), Ruth.
Stevens, Ronald Arthur.

Obituary

SIR ARTHUR EVANS [Hon. A.]

Sir Arthur Evans [Hon. A.], Royal Gold Medallist 1909, died at Youlbury, Boarshill, near Oxford, on 11 July, aged 90. He had never fully recovered from an operation which he underwent about four years ago, but his mind remained alert until the end.

It is difficult even for one who had enjoyed his friendship for over forty years to write adequately about such a man, and it would be presumptuous to attempt the task were it not for the intimate association which the writer was privileged to have with this great antiquary in what became the most absorbing work of his life—the elucidation of the Minoan civilisation, primarily through the investigation of the Palace of Knossos and its dependencies. During the whole of the period of this association the fact constantly emerged that Arthur Evans was not only a distinguished archaeologist, but a very remarkable man. Most great antiquaries are enlightened in ways above the ordinary, and Sir Arthur was certainly no exception; he had a wide knowledge of European politics, an expert knowledge of the manners and customs of the Southern Slav races, and an astonishing acquaintanceship with art and architecture; if we add to this a capacity to write accomplished verse, an affection for the folk songs and genuine national music of many countries, and a devotion to things of the garden, some of the facets of this brilliant mind will be perceived; but the real greatness of the man lay in the simplicity of his nature and in the unswerving sense of direction which he possessed in any pursuit which he undertook.

Arthur John Evans, the eldest son of Sir John Evans, K.C.B., was born at Nash Mills, Hemel Hempstead, on 8 July 1851, and had a distinguished ancestry on both sides. His great grandfather, Lewis Evans, his father and his maternal grandfather, John Dickinson, were all Fellows of the Royal Society, while six members of the two families are included in the *Dictionary of National Biography*. He was educated at Harrow and at Brasenose, of which college he was a Fellow, and after gaining a first class in the Honours School of Modern History at Oxford, straightway began to exercise his passion for travel and research. Before 1878, when he married a daughter of Freeman, the historian, he had gravitated securely to the Balkans, the western fringe of the region—now known as the "Middle East"—which became the scene of his ultimate life-work and had produced his first book, *Through Bosnia and Herzegovina on Foot during the Insurrection* (1876); but his enthusiasm for the Bosnians persuaded him to take a dangerous course, and in 1881 he was for some months immured as a political prisoner in Austria. After some happy years at Ragusa, he returned to England on his appointment, in 1884, as Keeper of the Ashmolean Museum, but in 1893, while he was building the house on Boarshill, where he lived for the remainder of his life, he suffered a severe bereavement by the death of his wife.

Arthur Evans's first researches in the island which made him world-famous began in 1893, with the deepening conviction—only comparable to that of Schliemann's about Mycenæ—that at Knossos a great secret lay hid, and that he was the man to expound it; but it was in 1893 that he and Mr. (now Professor) J. L. Myres realised the significance of the "Kamarais" pottery which they saw in the Candia Museum. In 1897 the two friends joined for an expedition in the hinterland and coastal region of Tripoli, on the North African coast, as the extremely unsettled condition of Crete in that year made organised research there impossible; but about that date Evans had acquired part of the Knossos property, and in 1889, or earlier, his unbending determination was rewarded by the complete acquisition of the site, enabling him to commence excavations early in 1900. Up to that time he had not conducted a major excavation, but fortunately he was able to benefit by the experience of that able explorer, the late D. G. Hogarth, then in the last year of his Directorship of the British School at Athens.

It was in 1900 that most of the excitement of Cretan archaeological discovery began; the Italians, under Halbherr and Pernier, had begun Phaistos; the French were investigating other sites; Miss Boyd had pluckily commenced her search for a site which would be worthy of her American determination. By June, Evans—with the able assistance of the late Duncan MacKenzie—had brilliantly vindicated his claim: the wonders of the western side of the Palace, including the "Cupbearer" fresco and the Throne Room, were laid bare. Thereafter, the years to 1908, and sporadically till 1926, consolidated the supreme importance of Cretan excavation, conducted by British, Italian and American expeditions with no suspicion of jealousy, and with Evans as the acknowledged *doyen* of the group; not as a "pick and shovel" man—he was not of that type—but as the brilliant and imaginative leader who said that certain things must be done, and they were done.

This is not the place to enlarge further on his work in Crete; his great book explains it, and it is better here to speak of things not so well known. Though not an explorer in the usual meaning of that term, he was a fearless and original traveller, in spite of night-blindness; one who would go out of his way to see—and often to acquire—beautiful or interesting things, following the promptings of his wide cultural knowledge. He was indeed his father's son in being a born collector, and it was fortunate that one so favoured with natural gifts was in affluent circumstances, and thus enabled to acquire collections of coins and engraved gems which were of international reputation. He had the true instinct, the caution and secretiveness, which developed into an unrivalled *flair* for collecting; much more than merely having the money; so that what was sometimes called his good fortune was in reality, his genius. As a critic he was extraordinarily sound, even in matters Minoan, where his forensic intelligence travelled into almost plumbless depths, his judgment was rarely questioned; in subjects removed from his own strict province, such as Greek sculpture, his opinions were sought for far and wide, as he had an acute perception of "style." Though very set on his own opinions, he did not belittle the enthusiasms of younger men, and his mind was always open to receive fresh impressions that he realised might be of genuine value; it was thus a great inspiration to work with him. He had the childlike simplicity of all great natures, generous to a fault, devoted to children and the intimacies of family life, though he had no children of his own; his house on Boarshill saw periodically parties of hosts of children, drawn from his own family circle and those of his friends. The more mature enjoyed his week-end gatherings, as he was a perfect host. He was a princely benefactor to Boy Scouts, expending lavishly for them in his grounds and proud of being "Silver Wolf" and a member of the Boy Scouts' Council.

After 1900 many honours, including knighthood in 1911, began to flow in on him. His election to the Royal Society gave him peculiar satisfaction, as it enabled him to carry on the family tradition. His war-time election to the Presidency of the British Association in 1916 prevented many from knowing a memorable Address, which, however, was printed for private circulation. From the same year till 1919 he was President of the Society of Antiquaries. The award of the Royal Gold Medal of this Institute in 1909 marked one of the rare occasions when an architect was chosen. Sir Arthur was a D.Litt. of Oxford, an Hon. D.Litt. of Dublin, and an Hon. Ph.D. of Berlin (1910); also a Corresponding Member of the Institute of France and l'Officier de l'Instruction Publique, besides being a member of eight other foreign societies or academies. He was Keeper of the Ashmolean from 1884 till 1908, Honorary Keeper since 1890, and was later made Extraordinary Professor of Prehistoric Archaeology in the University of Oxford.

THEODORE FYFE [F.]

Review of Periodicals

1940-41—III, concluded

R.P., WAR DAMAGE (INCLUDING REPAIR), continued.

ILLUSTRATED CARPENTER AND BUILDER, 1941 Feb. 14, p. 170, and succeeding issues; Mar. 7, p. 268 :
 including raking shores and flying shores; ties and strengthening, including underpinning; in Edgar Lucas's series.
 ILLUSTRATED CARPENTER AND BUILDER, 1941 Mar. 21, p. 324; Mar. 28, p. 349 :
 Insurance : in E. Lucas's series.
 JOURNAL OF THE R.I.B.A., 1941 Feb. 10, p. 59 :
 War damage bill : synopsis, by Town Clerk, Wimbledon.
 BUILDER, 1941 Apl. 11, p. 367, and subsequent issues (not 25 Apl.) :
 The War Damage Act, 1941 : articles by W. T. Creswell [Hon. A.]
 BUILDER, 1941 Apl. 25, p. 415 :
 War Damage Commission : addresses of regional offices for claims.
 ARCHITECT AND BUILDING NEWS, 1941 Feb. 21, p. 138 :
 Repair of war damage : article by J. A. Miller [A.], of Coventry city architect's department.

JOURNAL OF THE INSTITUTION OF MUNICIPAL AND COUNTY ENGINEERS, 1941 Mar. 4, pp. 225, 228 :
 War emergency repairs : their organisation. By S. J. Hellier. With part. "First aid repairs" under model prime cost contract; article by H. S. Senior.

BUILDER, 1941 Mar. 14, p. 266 :
 The philosophy of building repair : lecture by Prof. A. E. Richardson [F.]

BUILDER, 1941 Mar. 21, p. 291 :
 Use of debris for structural purposes : in R. C. Butler [A.]'s Provisional building sub-series.

COUNTRY LIFE, 1941 Feb. 8, p. 122 :
 City churches, their significance and future : article by Christopher Hussey, illustrated by photographs, water-colours by Gerald Cobb, and Cockerell's composite portrayal.

COUNTRY LIFE, 1941 Feb. 15, p. 140 :
 Who was Grinling Gibbons? Article by Christopher Hussey, proposals of war damage and danger to Wren's buildings.

ILLUSTRATED CARPENTER AND BUILDER, 1941 Feb. 14, p. 176 :
 Disclaiming leases; short article by F. E. Sugden, a barrister.

JOURNAL OF THE INSTITUTION OF MUNICIPAL AND COUNTY ENGINEERS, 1941 Mar. 4, p. 221 :
 The case for the "refuge room" or indoor shelter; article by W. T. Gibson.

ARCHITECTS' JOURNAL, 1941 Apl. 17, p. 251 :
 Floor or table shelter : design by an engineer.

JOURNAL OF INSTITUTION OF MUNICIPAL AND COUNTY ENGINEERS, 1941 Feb. 4, p. xx :
 Anderson shelters inside houses : experiments in Birmingham, by J. J. Manzoni, engineer and surveyor.

ENGINEERING

WERK (Zürich), 1940 Nov., p. 324 :
 Robert Maillart, the Swiss engineer : article by M. Hottinger, with illustrations of bridges and mushroom-construction work.

TOPOGRAPHY

ARCHITECT AND BUILDING NEWS, 1941 Feb. 28, p. 150 ;
 ARCHITECTURAL ASSOCIATION JOURNAL, Mar., p. 77, and subsequent issue :
 Rebuilding of London after the Great Fire : paper by T. F. Reddaway. (Summaries.)

PLANNING, RECONSTRUCTION (IN BROAD SENSE)

ARCHITECTURAL ASSOCIATION JOURNAL, 1941 Feb. (summary) :
 BUILDER, 1941 Jan. 31, p. 18 (summary) :
 Matters concerning post-war reconstruction : paper by D. E. Gibson, city architect of Coventry, to A.A. (For his paper to R.S.A. see 14 of JOURNAL.)

ARCHITECTURAL DESIGN AND CONSTRUCTION, 1941 Feb., p. 23, and succeeding issues :

Post-war reconstruction : articles by Raglan Squire [A.].

BUILDER, 1941 Mar. 7, pp. 251-2 :

JOURNAL R.I.B.A., Mar. 17, p. 75 :

and other notices :

Reconstruction policy : Lord Reith (Minister of Works and Buildings) in the House of Lords, and a public speech (Br. only).

ARCHITECT AND BUILDING NEWS, 1941 Mar. 21, p. 187 ;

ARCHITECTURAL DESIGN AND CONSTRUCTION, Apl. ;

BUILDER, Mar. 21, p. 290 ;

JOURNAL OF THE R.I.B.A., Mar. 17, p. 74 :

Post-war reconstruction : memorandum of the R.I.B.A. to M.W. & B.

JOURNAL OF THE TOWN PLANNING INSTITUTE, 1941 Mar.-Apl., p. 76 :

The National plan for Great Britain; article by Dr. E. A. Gibson of the 1940 Council Demographic Committee.

ARCHITECT AND BLDG. NEWS, 1941 Apl. 18, p. 35, and subsequent issues :

"Reconstruction : a review of problems" : articles by Sir Gwilym Gibbon. 1. Introductory; 2. Financial provisions.

TOWN AND COUNTRY PLANNING, INCLUDING REPLANNING (WAR DAMAGE)

JOURNAL OF THE TOWN PLANNING INSTITUTE, 1941 Mar.-Apl., p. 86 :
 Compensation and betterment : planning and the private owner; articles by Reginald Davey and others.

JOURNAL ROYAL ARCHITECTURAL INSTITUTE OF CANADA (Toronto), 1941 Mar., p. 35 :

"The strategy of town-planning" : illustrated article by Humphrey Carver [A.].

JOURNAL OF THE TOWN PLANNING INSTITUTE, 1941 Mar.-Apl., p. 79 :
 Types of settlements : article by Prof. C. B. Fawcett, of the 1940 Council Demographic Committee.

ARCHITECTURAL FORUM (New York), 1941 Nov., p. 409 :

Town planning for defence : distribution of services on a town plan.

BUILDING, 1941 Feb., p. 39 :

Replanning Britain : article, with diagrams of town types, by Arnold Whittick.

JOURNAL OF THE AUCTIONEERS' AND ESTATE AGENTS' INSTITUTE, 1941 Apl., p. 127 :

The application of town planning to areas damaged by enemy action : article by J. A. Rosevear, with detailed propositions.

ARCHITECT AND BUILDING NEWS, 1941 Apl. 4, p. 4 ;

ARCHITECTURAL ASSN. JOURNAL, May, p. 94 ;

BUILDER, Apl. 4, p. 343 :

JNL. OF TOWN PLANNING INST., May-June (Summary of maps.)

Geographical aspects of replanning : lecture at A.A. by Prof. Eva G. R. Taylor. (Whole-page maps in A. & B.N.)

JOURNAL OF THE TOWN PLANNING INSTITUTE, 1941 Jan.-Feb., p. 43 :
 The Rebuilding of London : paper by Dr. Sir Gwilym Gibbon.

COUNTRY LIFE, 1941 Mar. 8, p. 216 :

"London as home and workplace" : article on future planning by F. J. Osborn.

JOURNAL, ROYAL SOCIETY OF ARTS, Apl. 18, p. 316 ;
 and other notices :

London of the future : lecture by W. H. Ansell [P.] to the Royal Society of Arts (extracts, except R.S.A.).

BUILDER, 1941 Apl. 25, p. 403 :

"Rebuilding London in 1666 and now" : article by B. S. Townroe.

ARCHITECT AND BUILDING NEWS, 1941 Mar. 21, p. 189 ;

ARCHITECTS' JOURNAL, Apl. 24, p. 277 ;

JOURNAL R.I.B.A., Mar. 17, pp. 76, 73 :

New plan for Coventry, including a civic centre : D. E. E. Gibson [A.], city architect, and assistants. Aerial view of Coventry as it was, immediate and ultimate plans, with sketch vistas, as proposed (A. and B.N.) : plan and small sketches (R.I.B.A.).

BUILDING, 1941 Apl., p. 87 :

City and satellite town : the example of London ; by Arnold Whittick. With plans and roof-angle diagrams.

CALIFORNIA ARTS AND ARCHITECTURE (San Francisco), 1940 Nov., p. 22 :

Administrative centre planned for Los Angeles. Buildings designed by 7 architects.

JOURNAL OF THE TOWN PLANNING INSTITUTE, 1940 Mar.-Apl., p. 69 :
 Report of the Royal Commission on the Geographical Distribution of the Industrial Population : extensive review.

ARHITEKTURA S.S.S.R. (Moscow), 1940 Sept. (No. 9), p. 4 :

Planning and buildings for residential areas : contributions by various authors.

JOURNAL OF THE TOWN PLANNING INSTITUTE, 1940 Mar.-Apl., p. 93 :
 Road junctions : comparative analysis by students, directed by Thomas Sharp.

JOURNAL OF THE TOWN PLANNING INSTITUTE, 1941 Mar.-Apl., p. 94 :
 Cape Town foreshore scheme : summary, with plan, of report by F. Longstreth Thompson and L. W. Thornton White [F.].

Accessions to the Library

1940-41-III

Lists of all books, pamphlets, drawings and photographs presented to or purchased by the Library are published periodically. It is suggested that members who wish to be in close touch with the development of the Library should make a point of retaining these lists of reference.

Any notes which appear in the lists are published without prejudice to a further and more detailed criticism.

Books presented by the publishers for review marked

Books purchased marked

** Books of which there is at least one copy in the Loan Library.*

KENYON (KATHLEEN M.) 72.032.7 (42.54 L) 902.6
Excavations at the Jewry Wall site, Leicester, 1937. (Leicester,
city: Museum and Libraries Committee.)

pam. 9 $\frac{3}{4}$ ". Leicester. 1938. (6d.) Presented.
Reports were also published on the work in 1936 and 1938.

WREN SOCIETY 72.034 (42.5/8) 92 W
Volumes.

*The Eighteenth volume . . . The Wren MS. 'Court orders'
. . . biographical note . . . Thomas White of Worcester, 16. [and
c. 25 buildings].

12 $\frac{1}{4}$ ". Oxford: U.P., for the Socy. 1941. 61 11
P. (2, by subscrn.)

STRANGE (C. H.) 72.036 (42) : 92 Bu + 72.036 (42.2) TW
A Famous Tunbridge Wells architect. Decimus Burton 1800-1881;
typescript. 10" x 8". 1941

Unillustrated copy.

Presented by the author [F.]

with Drawings (Jas. Murray) 1941

MURRAY (JAMES), architect 72.036 (42) : 92 M
List of the works of James Murray, fellow [R.I.B.A.] &c. (London
and elsewhere.)

leaflet. 13 $\frac{1}{2}$ ". 18-

Torn.
[Same.] (London and elsewhere.) [typescript, with additional
items MS.] typescript & MS. 13". n.d.
[Same.] (Thos. E. Murray & G. H. Thomas, successors, Liverpool,
leaflet. 9 $\frac{1}{2}$ ". 18-

List of the executed works of J—M—, architect. [No place given.
leaflet. 13 $\frac{1}{2}$ ". 18-

List of the works of James [Murray . . .] formerly of the firm [F.]
of [. . .] off [. . .]. MS. 8". 18-

Title torn.
Mostly including: Barry & Murray, Liverpool; Pugin & Murray,
London; and J—M—.

—Presented by Mr. John Murray

Reference Indexes folder

EASTLAKE (C. L.), junr. 72.036.4
A History of the Gothic revival. Etc.

Containing (p. 373—) Selected examples between 1820 and 1870
[list].

Index to contents of list (places and, in London, individual
buildings). (Compiled in R.I.B.A. Library.)

MS. 1941.

SALVISBERG (O. R.) 72.036.6 (494) : 92 S
O—R—S—. O. professor für architektur &c. . . 1882 . . .
1940, half or dedication title. (O—R—S—. Zum andenken, con-
title.)—Abschiedsworte [farewell messages] von P—K—Fueter
and others.

8 $\frac{1}{2}$ ". 62 pp. priv. prin. [1940].

Presented by Frau Emmy Salvisberg.

MATHER (ALAN) Inf. file 72.036.6 (73).01
Functionalism and naive materialism in American architecture.
(In Partisan Review, Jan.-Feb.)

extract. 9". 1941. R.

DRAWING; CEREMONIES, &c.

72.064 (064)

COURTAULD INSTITUTE OF ART, UNIVERSITY OF LONDON
Exhibition of architectural and decorative drawings.

pam. 8 $\frac{1}{2}$ ". Lond. 1941. R.

PENDRAY (G. E.) Inf. file 72.068.1
The Story of the time capsule. [Sealed deposit to be opened by
posterity.] (From Smithsonian Institution, Report for 1939.)

pam. 9 $\frac{1}{2}$ ". Washington. 1940. Presented by the Institution.

PROFESSIONAL PRACTICE

72.08 [33 : 940.6

GREAT BRITAIN: PARLIAMENT—COMMITTEES. SELECT COMMITTEE
ON NATIONAL EXPENDITURE

Reports:

15th-30th (First—Sixteenth . . . session 1940-1941).

13 pams. 9 $\frac{1}{2}$ ". Lond.: H.M.S.O. 1941.

1d. to 1s. P.

BENN (Sir ERNEST) 72.08 : 338.53
The Profit motive. (Post-war questions, No. 3.)

pam. 8 $\frac{1}{2}$ ". Lond.: Individualist Bookshop.

1941. 6d. R.

ARCHITECTURE

ARCHITECT, journal P.P. store. 72 (42) (05)

[Plates. In chronological order.]

(Opened out & bound together.) ob. 12 $\frac{1}{2}$ " x 17 $\frac{1}{2}$ ". 1883.

Presented by Mr. Eric Broughton [A.].

FLORIDA ARCHITECTURE AND ALLIED ARTS
—, 1941 issue. Miami. 1941. R.

YEAR-BOOKS:—

ARCHITECTURAL ASSOCIATION OF IRELAND

DEVON AND CORNWALL ARCHITECTURAL SOCIETY

BIRMINGHAM AND 5 COUNTIES ARCHITECTURAL ASSOCIATION

ROYAL AUSTRALIAN INSTITUTE OF ARCHITECTS

BIBLIOGRAPHY

NATIONAL BOOK COUNCIL Inf. file 72 : 016

Book list 34. Architecture. (Compiled by the R.I.B.A.)

8th ed. leaflet. 9 $\frac{3}{4}$ ". 1941. 2d. R.

EDUCATION

72 : 37 (07) (05)

BARTLETT SOCIETY (UNIVERSITY COLLEGE, LONDON: BARTLETT
SCHOOL OF ARCHITECTURE)

[Bartlett Journal, sticker title.] Vol. i, Nos. 1-4.

4 issues in 1. dupl. typescript. 10" x 8". 1941.

71 : 3 Arch file

Inserted in it: Design for Britain: what we must win.

leaflet. 8 $\frac{1}{2}$ ". 1941. 1d.

Presented by the Society.

THEORY

FABER (OSCAR) 72.01 : 7.01 62

Aesthetics of engineering structures. (Preprint from Institution of
Civil Engineers, Transactions.)

pam. 8 $\frac{1}{2}$ ". Lond. 1941. R.

LEATHART (JULIAN) 72.01.03

Style in architecture. (Discussion books, No. 68.)

7 $\frac{1}{4}$ ". 204 (incl. xii) pp. + pls. Lond. :

Nelson. 1940. 2s. 6d. P.

PRESERVATION

LÉON (PAUL) 72.025

Les Monuments historiques: conservation, restauration.

11". Paris. 1917.

Special binding.

Presented by request by Mr. F. W. Troup [F.].

HISTORY

HAMLIN (TALBOT) 72.03

Architecture through the ages.

9 $\frac{1}{4}$ ". xlvii + 680 pp. New York: Putnam.

[1940 or -41.] (£1 10s.) P.

DUBLIN 72.03 (41.5 D)

Dublin delineated in twenty-six views of . . . public buildings,
etc. (W. F. Wakeman, publ.)

80. Dublin. 1834.

Presented by bequest by Mr. F. W. Troup [F.].

MIRAMS (D. G.) 72.03 (51)

*A Brief history of Chinese architecture.

9". xxv + 132 pp. + pls. Shanghai, &c. :

Kelly & Walsh. 1940.

Presented by the Author [A.] (2).

902.61
icester, 72.08 + 69.08] 940.6
MINISTRY OF LABOUR, afterwards AND NATIONAL SERVICE
Schedule of reserved occupations and protected work.
Revision. 9 3/4". Lond.: H.M.S.O. 1941. 1s. R.
ARCHITECTURAL ASSOCIATION OF IRELAND 72.081.28
General conditions of competitions.
leaflet. 7 1/2" x 6". n.p. [c. 1940.] R.
BOLTON MASTER BUILDERS' ASSOCIATION 72.083.123
The standard mode of measurement agreed upon by the architects
and the builders of Bolton and district. Etc.
copy. dupl. typescript. 13". 1887 ([c. 1940]).
Presented by Mr. Frank Woods.
Issue desk
72.088.5 (083)
ARCHITECTS' REGISTRATION COUNCIL OF THE UNITED KINGDOM
Register of architects etc.
"Volume eight." 31 Dec., 1940. Lond. [1941.] 2s. 6d. R.
72.088.5 (71) (083)
PROVINCE OF QUEBEC ASSOCIATION OF ARCHITECTS (ASSOCIATION
DES ARCHITECTES DE LA PROVINCE DE QUEBEC)
Register.—Registre.
pam. 11". Montreal. [1941.] R.
72.088.5 (94) (083)
NEW SOUTH WALES: MINISTER FOR PUBLIC INSTRUCTION
Architects' roll of N—S—W— for year 1941.
pam. 13 1/4". Sydney. 1941.
Presented by the Ministry.
MINISTRY OF HEALTH 72.089 box + 691 : 940.6
[Control of building.] . . . allocation or rationing system designed
to co-ordinate the national building . . . programme with the capacity
of the industry. . . [to] secure priority &c. (Circular 2371.)
leaflet. dupl. typescript. 8 3/4". 1941. R.
72.089 box + 69.08 : 940.6
MINISTRY OF LABOUR AND NATIONAL SERVICE
Emergency powers (defence). Essential work (general provisions).
—The Essential work (general provisions) order, 1941, &c. [Scheduling
of undertakings.]
pam. 9 3/4". Lond.: H.M.S.O. 1941. 2d. P.
72.089 box
MINISTRY OF WORKS AND BUILDINGS dupl. 699.895 : 72.025.1 file
Control of civil buildings and constructional operations. (Defence
General) Regulations, 1939; Regulation 56 A. &c.) Notes for the
guidance of applicants. [Licensing of buildings.]
Revised ed. [orig. ed. under Office of Works]. (May.)
leaflet. 13 1/4". Lond. 1941. R. (2).
LAND AGENTS' SOCIETY [1941.] R.
List of members, 1941. 03 : 085
ARCHITECTS' AND BUILDERS' COMPENDIUM 03 : 085
— [Incorporating The Architects' Compendium and The Builders'
Compendium.] 1941. 55th year of issue. J. E. Sears junr., ed.
1941. £2 2s. R. (2).
ARCHITECTS' STANDARD CATALOGUES 03 : 085
— (1939-1941 ed.).
New or revised information. [Batch of revision slips, with list,
fastened together.] 11 1/4". [Lond.] 1941. R.
BUILDING TYPES
(GENERALLY; PLANNING, &c.) 72.09 : 940.6
+ 725.18 + 725.4 : 940.6 + 699.895 + 728.1 : 940.6
ARCHITECTURAL FORUM dupl. to shelf
[Special number:] Building for defence. [Including military and
naval buildings, industrial buildings, A.R.P., and housing.] (Nov.)
12". Philad. & N.Y. 1940. R. To Loan Library.
(CIVIL)
FABER (OSCAR) 725.35/36 + 725.4 : 664.7
The Design of flour mills, granaries, warehouses, and silos. (Preprint
from Institution of Civil Engineers, Transactions.)
pam. 8 1/2". Lond. 1941. R.
725.39
SOCIEDAD CENTRAL DE ARQUITECTOS and CENTRO ESTUDIANTES
DE ARQUITECTURA, Buenos Ayres
Revisa de arquitectura.
[Special number:] Aeropuertos [airports]. (Sept.)
8 3/4". Buenos Ayres. 1940. R.

HOUSTON (T. T.) x MS.
The Planning and construction of industrial buildings. (Thesis
for Final Examination, Dec.) 725.4
typescript & Repr. of D. 13". [1940.]
Presented by the Author.
UNITED STATES: DEPARTMENT OF AGRICULTURE 725.4 : 668.46.048
Miscellaneous publications:
No. 387. Turpentine still buildings and equipment. (U.S.:
Department of Agriculture—Bureau of Agricultural Chemistry and
Engineering—Naval Stores Research Division.)
ob. 9 1/4" x 11 1/4". (ii) + 44 pp. Washington:
Govt. Printing Office. 1940.
Presented by the Department.
725.4 : 696.93
BRITISH ELECTRICAL DEVELOPMENT ASSOCIATION and E[LECTRIC]
L[AMP] M[ANUFACTURERS'] A[SSOCIATION]: LIGHTING SERVICE
BUREAU
*Modern factory lighting. Including special wartime requirements.
*Reprint (3rd impr.; 2nd was revised). Lond. 1940.
Presented by the Association. To Loan Library.
MAXTED (R.) shelved 725.4 : 696.93
Industrial lighting for war conditions. (In Illuminating Engineering
Soc'y., Trans., vi, June.)
11". Lond. 1941. Presented by the Society.
CARRICK or CRAIG (EDWARD) 725.4 : 771.121
Designing for moving pictures. ("How to do it" series, No. 27.)
10". 104 pp. incl. pls. Lond. & New York:
Studio. [1941.] 8s. 6d. R.
69 : 940.6 arch file
DEPARTMENT OF SCIENTIFIC AND INDUSTRIAL RESEARCH: BUILDING
RESEARCH
Wartime building bulletins:
725.4 : 940.6
No. 15. Standard designs for single storey factories for war industries,
with notes on siting and layout.
11". Lond.: H.M.S.O. 1941. 1s. R. (2).
U.S.: DEPARTMENT OF AGRICULTURE 725.511 : 711.437
Farmers' bulletins:
No. 1792. Hospitals for rural communities.
pam. 9 1/4". Washington, D.C. 1939. (5c.) R.
MINISTRY OF HEALTH 725.511 : 940.6
Auxiliary hospitals. (Circular 2341.)
pam. 7 1/4". Lond. 1941. R.
NATIONAL ASSOCIATION FOR THE PREVENTION OF TUBERCULOSIS
Report of council [on ? 1940]. (The Prevention of tuberculosis
cover title.) [1941.] R.
Inf. file 725.573/575 + 727.112.21] (064)
NURSERY SCHOOL ASSOCIATION OF GREAT BRITAIN
[Leaflets relating to the pioneer emergency nursery centre, and the
exhibition of the model of it.]
leaflet 8", dupl. typescript 10", typescript 10". [1941.] R.
(3 of typescript).
LANCHESTER (H. V.) 725.573/575 + 727.112.21] 729.9
Nursery centre equipment. An economical programme.
pam. 9 1/4". Lond.: Pitman. 1941.
Presented by Dr. Lanchester [F.], the author.
MINISTRY OF HEALTH 725.75 : 699.895
Report on conditions in reception areas by a committee etc.
pam. 9 3/4". Lond.: H.M.S.O. 1941. 3d. R.
[WAR OFFICE] 725.75 : 725.186.2
Army appropriation account, 1939. [Cost of huttid camps,
p. xii—]
pam. 9 3/4". Lond. 1941. 6d. P.
MYERSCOUGH-WALKER (R.) 725.822.93 : 792
Stage and film décor.
11". 192 (incl. xii) pp. + front. + x pls. Lond.:
Pitman. 1940. £1 1s. R.
FITCH (ROBERT) 725.961 (42.61 N)
Views of the gates of Norwich, made . . . 1792-3 [1791-3], by . . .
John Ninham, with an historical introd., . . . by R—F—, (Norfolk
and Norwich Archaeological Society.)
40. Norwich. 1861.
Presented by Mr. R. Fielding Dodd [F.].
Walter Hagreen, sc.

- (RELIGIOUS)
INCORPORATED CHURCH BUILDING SOCIETY
 Annual report: 123rd, for . . . 1940. 1941. R.
CROWFOOT (J. W.) 726.5 (56.94).033.1/2
 Early churches in Palestine. (Schweich lectures (on Biblical archaeology) of the British Academy, 1937.)
 9½". xvii + 167 pp. + front. + xxx pls. (backed) + folding pl. Lond.: O.U.P. 1941. 8s. 6d. R.
[RUSSELL (S.)] 726.54 (42.54 L)
 St. Nicholas' Church, Leicester. Architectural history.
 leaflet. 8½". [Leic. 1936 or after.]
Presented by the Curate-in-Charge.
PAGE (G. G.) Inf. file 726.825.2
 Bed-head memorials of the Home Counties. (From Monumental and Architectural Journal, Mar.)
 extract. 11¾". [Lond.] 1941.
 (EDUCATIONAL)
AMERICAN SCHOOL AND UNIVERSITY, annual 727 (73) (058)
 The ——. A yearbook devoted to . . . educational buildings etc.
 12th annual ed.: 1940. 13th annual ed.: 1941.
 11". New York: American School Publishing Corporation.
 1940, 1941. R.
 727.1: 696.93
ILLUMINATING ENGINEERING SOCIETY, New York, and AMERICAN INSTITUTE OF ARCHITECTS
 American recommended practice of school lighting. (Approved . . . by American Standards Association.)
 pam. 9". New York & Washington. [1938 or after.]
Presented by the Society.
 727.3 (41.1 G)
ANNAN (THOMAS), photographer
 Memorials of the Old College of Glasgow.
 10. text & Ph. prints. Glasgow. 1871.
Presented by bequest by Mr. F. W. Troup [F.].
MANCHESTER, city: ART GALLERIES COMMITTEE
 Report (Annual report, cover) . . . for . . . 1940. [1941.] R.
 (To be continued)

Notes

PRESENTATION TO MR. PHILIP TURNER [F.]
 Mr. Philip John Turner [F.], of Montreal, has just given up his work at the McGill School of Architecture after a period of 33 years work there. His confrères at the University gave him a farewell luncheon and presented him with a silver salver inscribed: "Philip John Turner. In recognition of his loyalty and service to Architecture, by his confrères at McGill University. May 1941."

A.R.C.U.K. MAINTENANCE SCHOLARSHIPS IN ARCHITECTURE

The Architects' Registration Council of the United Kingdom announce that Maintenance Scholarships have been awarded for the year 1941-1942 to the following, to attend Schools of Architecture as stated:—

- Mr. H. E. Burden: *Edinburgh College of Art.*
 Mr. W. R. Farrer: *King's College, University of Durham.*
 Mr. J. Matthews: *The Welsh School of Architecture, Cardiff.*
 Mr. F. Pratt: *The Nottingham School of Architecture.*
 Mr. V. Short: *Leeds College of Art.*
 Mr. D. Stewart: *Edinburgh College of Art.*
 Mr. P. W. Swann: *The Polytechnic, Regent Street, London.*
 Mr. C. B. Thompson: *Leeds College of Art.*

The Maintenance Scholarships awarded in previous years to the following candidates have been renewed for a further period of one year:—

- Mr. R. B. Turner: *University of Manchester.*
 Miss B. M. Reeves Palmer: *The Polytechnic, Regent Street.*
 Mr. D. Cathels: *Edinburgh College of Art.*
 Mr. H. S. Page: *The Polytechnic, Regent Street.*
 Mr. G. B. Oddie: *King's College, Newcastle-on-Tyne.*
 Mr. A. McWilliam: *Edinburgh College of Art.*
 Mr. A. Halliday: *University of Liverpool.*
 Mr. W. H. Davies: *The Welsh School of Architecture, Cardiff.*
 Mr. G. Bardsley: *University of Manchester.*
 Mr. J. Baird: *Edinburgh College of Art.*

- Mr. W. T. Bebb: *The Welsh School of Architecture, Cardiff.*
 Mr. J. E. Cowper: *College of Arts and Crafts, Birmingham.*
 Mr. K. C. Evans: *College of Arts and Crafts, Birmingham.*
 Mr. R. M. Maxwell: *University of Liverpool.*
 Mr. H. A. Walton: *University of Liverpool.*

The Maintenance Scholarships awarded to the following students have been placed in Suspense for the duration of their military service:—

- Mr. W. E. Hiner: *Bartlett School, University of London.*
 Mr. R. Brown: *King's College, Newcastle-on-Tyne.*
 Mr. T. W. Gregory: *The Birmingham College of Arts and Crafts.*
 Mr. I. A. Munro: *Edinburgh College of Art.*
 Mr. I. W. Paterson: *Robert Gordon's Technical College, Aberdeen.*
 Mr. W. D. Pritchard: *University of Liverpool.*
 Mr. L. E. Sykes: *University of Manchester.*
 Mr. N. W. S. Tolson: *The Bartlett School, University of London.*
 Mr. R. S. Campbell: *University of Liverpool.*
 Mr. G. D. Bateman: *University of Liverpool.*
 Mr. A. J. McCowan: *Robert Gordon's Technical College, Aberdeen.*
 Mr. P. F. Bennett: *The Polytechnic, Regent Street.*

LIVERPOOL SCHOOL OF ARCHITECTURE: DEPARTMENT OF CIVIC DESIGN

In the absence of Professor W. G. Holford and Mr. W. Dougill on national service, the University of Liverpool has appointed Mr. W. A. Eden, M.A., B.Arch., [A], to be in charge of the Department of Civic Design in the Liverpool School of Architecture, which has continued to function since the outbreak of war with students taking both the certificate and diploma courses.

Notices

BUILDING SURVEYING EXAMINATION

The R.I.B.A. Examination qualifying for candidature as Building Surveyor under Local Authorities will be held at the R.I.B.A. on 8, 9 and 10 October 1941. Applications for admission to the examination must be received not later than 1 September 1941.

MEMBERS' COLUMN

CHANGES OF ADDRESS

MR. BERTRAM CARTER [F.] has changed his office address from 28 Theobald's Road, W.C.1 to 50 Great Russell Street, W.C.1. Tel. No.: Chancery 7980.

MESSRS. SAMUEL TAYLOR, SON & PLATT [F./A./L.] have removed from 74-78 Manchester Road, Burnley, to more central offices at No. 22 Nicholas Street, Burnley.

PRACTICES FOR SALE OR PURCHASE

CHARTERED ARCHITECT, Surveyor, wishes to acquire nucleus of professional practice in London or to collaborate on Compensation Claims, Reinstatements and other works.—Box No. 6841, c/o Secretary R.I.B.A.

PRACTICE FOR SALE. Owing to death of principal, the executor offers for sale a well-established practice of varied nature in the Eastern Counties.—Apply Elwes, Turner & Smith, Solicitors, Colchester.

OFFICES TO LET

F.R.I.B.A. wishes to let suite of offices partly furnished consisting of Drawing Office, Private Office, and well-lit Store Room, adjacent to Storey's Gate, Westminster. Rent £110. An additional room on floor over could be had if required.—Reply Box 1441, c/o Secretary R.I.B.A.

VACANCY FOR PUPIL

MEMBER has vacancy in his office for Pupil. Must be very interested in the profession and have fair knowledge of mathematics. No premium required, and a suitable applicant will receive a small remuneration.—Apply Box 1281, c/o Secretary R.I.B.A.

EMPLOYMENT

ASSOCIATE desires teaching appointment (full or part time) in School of Architecture or Art School. London or Home Counties preferred.—Box 1481, c/o Secretary R.I.B.A.

MISCELLANEOUS

ECCLESIASTICAL SURVEYORS ASSOCIATION.—Associate would like to purchase copies of any publications issued by this body back to its beginning in 1878, or learn where they can be perused.—Box 5041, c/o Secretary R.I.B.A.

MEMBER whose offices and effects have been completely destroyed by enemy action wishes to acquire an architect's library, office furniture, etc., from another member wishing to dispose of same.—Box 1381, c/o Secretary R.I.B.A.

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